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CURRENT TOPICS.

THE SUGGESTION put forward a fortnight ago in these columns, that a committee should be appointed by the Incorporated Law Society to watch the progress of the Land Transfer Act, 1897, in its application to London, has, we have reason to believe, met with strong approval, not merely in London, but also elsewhere. Country solicitors, who know that if the experiment in London succeeds, they will come under the harrow, are naturally anxious to learn from an authoritative and independent source what are the practical results of the working of the system, both as regards the public and the profession. They feel that unless an active London committee is appointed with the specific object of collecting and circulating information on the subject, they will be unable, in case the question of the adoption of the Act comes before their own local authority, to adduce any evidence or form any accurate opinion as to the results of the experiment in London. To London solicitors the existence of such a body will be of the greatest value, in furnishing them both with information as to the practical procedure to be adopted, and with suggestions as to the best mode of meeting the various difficulties which are likely to arise from time to time. We do not think that the Incorporated Law Society are likely to let slip so obvious a means of proving to the profession at large the value of a central law society.

THE REJECTION by the House of Commons of Mr. PICKERSGILL'S Criminal Appeal Bill does no more than reserve the discussion of the proposed change till next year; though, after the acceptance of last year's Bill, it would have been more useful to have given the measure a second reading and to have left it to be dealt with in Committee. The project has been too long before the public and has met with too much favour for there to be any chance of its being abandoned. The real question at issue is whether the Court of Criminal Appeal shall have only the right of revising sentences (except in capital cases), or shall have power to order a new trial. The Council of Judges, by their resolution of 1892, advised that the court should be one primarily for the revision of sentences, but with the power of quashing or diminishing sentences on reference from the Home Secretary. There was to be no power, however, to order a new

trial. It was upon the lines of this recommendation that Mr. PICKENSOLL's Bill of last year was drafted. The present Bill went further, and proposed to give a right, under certain conditions, to apply for a new trial, so that the final issue of the matter would be left to a jury. It is probable that this enlargement of the scope of the measure has led to its rejection. The Home Office does not hear matters in public, and its decisions have no effect in securing uniformity of sentences. The want of such uniformity is one of the defects in the administration of the criminal law, and the establishment of a court of revision would do a good deal to cure it. Moreover, the task now performed by the Home Office of considering the correctness of convictions might be performed by a court with more satisfaction to the public, though not necessarily more to the benefit of the convicted person. But the allowance of a second trial is a change of a much more serious character.

THE DECISION of ROMER, J., in *Re Woods and Lewis's Contract* (reported *ante*, p. 325) is a noteworthy addition to the collection of cases in which the provision as to payment of interest during delay in completion of a purchase of land has been construed strongly against the purchaser; as to which see the summary in 2 *Dart*, 6th ed., p. 724. On examination of the title offered to the purchaser, a defect was discovered in the conveyance to the vendor, which purported to be made under the authority of an insurance company's Act of Parliament, the power in this behalf conferred by the Act not having been duly pursued. A deed of confirmation was required by the purchaser, and eventually obtained by the vendor, and though the purchase was not completed until nearly three months after the date fixed by the contract, the court found that there was no undue delay on the part of the vendor in complying with this requisition. There was an interest clause in the contract extending to delay from any cause whatever other than the "default of the vendor." The defect was not actually known to the vendor at the date of the contract, and the learned judge refused to hold that ignorance of such a defect amounted to a "default" on his part, and therefore decided that the purchaser must pay interest from the date named in the contract until completion. His lordship observed: "The imputation of default in this case to the vendor can only be justified by holding that . . . it is reasonable to assume, for the purpose of the clause as to interest, that the vendor is bound, or must be taken to know, every possible defect of his title. . . . It does not appear to me to be reasonable to impute to him knowledge of all possible defects of title for the purpose of such a clause." It may be questioned whether the present doctrine is not unduly favourable to vendors. The time fixed for completion is presumably fixed with regard to what the vendor believes to be reasonable, having regard to the state of this title to be investigated, and the purchaser would seldom be in a position to correct, and is therefore generally obliged to accept, the vendor's estimate of what is a reasonable time to allow. It seems open to criticism that a clause intended as a protection against loss to the vendor from the purchaser's unduly protracting his investigation of title, should be construed so as to protect the vendor against the consequences of delay in completion caused by his own ignorance or mistake, however excusable. The argument for the purchaser in *Sherwin v. Shakespear* that "the contract proceeds on the hypothesis of the vendor performing his part of the contract" may be too wide, but the observations of TURNER, L.J. (5 *De G. M. & G.*, at p. 535), shew that he did not consider it altogether inapplicable to the circumstances of these cases on the application of the interest clause.

THE HOUSE of Lords Committee have recommended the inquiry into the Companies Bill which has been slowly proceeding during the last two sessions. On Monday Mr. THOMAS SINCLAIR, of Belfast, and Mr. F. B. PALMER gave evidence. The chief point which the former witness had to enforce was the objection of the persons interested in the numerous private companies in Belfast to publish an annual balance-sheet for the information of their trade rivals. The Board of Trade have, it appears, prepared a hypothetical balance-sheet intended to comply with

the requirements of clause 28 of the Bill, without at the same time disclosing business secrets, but a statement of accounts which is made purposely vague is apt at the same time to be useless. The case might be met by distinguishing between public and private companies, but hitherto no one has suggested a satisfactory method of attaining this result. For the rest Mr. SINCLAIR bore testimony to the utility of the Companies Acts in Belfast. The fraudulent use of the Acts, he said, is there unknown, and they are used exclusively for legitimate business purposes. Mr. PALMER's criticisms of the Bill were given more in detail. He objected to the provision of clause 6, under which a company is not to commence business or exercise any borrowing powers until certain conditions as to the allotment of and payment for shares have been complied with. It would, indeed, as he pointed out, be impossible for a company to raise money on debentures in the ordinary way simultaneously with the flotation of the company. This criticism does not interfere with clause 3, under which the directors are not allowed to go to allotment until a prescribed minimum amount of capital has been subscribed. Clause 7, dealing with the returns of allotments to the registrar, is intended to take the place of the unfortunate section 25 of the Companies Act, 1867, but it repeats the difficulty as to the meaning of the expression "paid in cash," to which the Lord Chancellor has on several occasions drawn attention (*Re Johannesburg Hotel Co.*, 39 *W. R.* 260; 1891, 1 *Ch.* 129; *Oreogum v. Roper*, 41 *W. R.* 90; 1892, A. C. 125), and which, apparently, he still looks forward to considering in the House of Lords. But if a mutual set-off is not to be treated as a payment in cash, the present Bill ought to provide so expressly. Other matters dealt with by Mr. PALMER, whose evidence was not concluded, were underwriting commissions and the liability of directors. To abolish underwriting is recognized as impracticable, but a limitation to a five per cent. rate was suggested. The suggestion was met with the obvious criticism that it is impossible in such a matter to apply a uniform rule to all companies. All initial expenses form a deduction from the capital of the company, and to that extent are analogous to the issue of shares at a discount; but expenses must be incurred, and analogies are not to be pressed too far. On the proposed explicit enactment of the liabilities of a director, Mr. PALMER repeated the current opinion that it does not alter the law, though it may frighten desirable men—or, as Lord FARRER shortly put the point, "it means, so far as directors are concerned, 'Beware!'"

A REMARKABLE difference of judicial opinion as to the applicability of the Agricultural Rates Act, 1896, to glasshouses erected upon market gardens has been manifested throughout the proceedings in *Smith v. Richmond* (reported elsewhere). The Act, by section 1, limits the liability of the occupier of "agricultural land" to the payment of one-half only of the rate in the pound payable in respect of buildings and other hereditaments. The definition clause (section 9) defines "agricultural land" to mean "any land used as arable, meadow, or pasture ground only, cottage gardens exceeding one-quarter of an acre, market gardens, nursery grounds, orchards, or allotments." The property in the present case consisted of four acres of land used by a market gardener for his business, on about half of which had been erected glasshouses of various sizes for growing tomatoes, cucumbers, and grapes: these were all built upon dwarf brick walls. The overseers of the parish returned the whole of the property as agricultural land. The assessment committee corrected this return by striking out the glasshouses from the heading "agricultural land," and treating them as buildings, and thus rateable to the full amount. The quarter sessions restored the entries of the overseers, but stated a case for the High Court. On the hearing of the case (77 *L. T.* 161) COLLINS, J. (as he then was), agreed with the view taken by the quarter sessions, but RIDLEY, J., dissented, holding that the glasshouses were rateable as buildings. This latter view has been upheld by a majority of the Court of Appeal (LINDLEY, M.R., and RIGBY, L.J., VAUGHAN WILLIAMS, L.J., dissenting). The definition of "land" in Acts of Parliament as including buildings, given in the Interpretation Act, 1889, was invoked by the respondents. That definition, however, only applies where no contrary intention appears in the parti-

ular Act in which the word occurs. In the Agricultural Rates Act "land" and "buildings" are so clearly contrasted, both in section 1 (to which we have alluded), and in other parts of the Act, that it does not seem possible to apply the definition of land in the general Interpretation Act of 1889 without doing violence to the sense of the Agricultural Rates Act. A stronger argument in favour of the exemption of the glasshouses was found in the case of *Purser v. Worthing Local Board* (18 Q. B. D. 818), in which it was held that land on which glasshouses stood was a market garden or nursery ground within the meaning of section 211 of the Public Health Act, 1875, and was therefore liable to the reduced assessment provided for by that section. This decision influenced VAUGHAN WILLIAMS, L.J., as also did the decision in *London and North-Western Railway Co. v. Llandudno Improvement Commissioners* (1897, 1 Q. B. 287), in which land was held to be rateable as a railway although it was covered by the platform and roof of a railway station. But these cases were decided upon other Acts containing no such marked distinction between land and buildings as that which runs through the Agricultural Rates Act. The point, however, is a nice one, and it is probable that the last has not been heard of a case in which the opinions of COLLINS and VAUGHAN WILLIAMS, L.J.J., have been overruled.

IN HIS little book, "Prisoners on Oath," noticed in your journal a few weeks ago (says a correspondent), Sir HERBERT STEPHEN makes the startling assertion that upon the Northern Circuit three or four innocent persons are, on the average, convicted every year, *because they have given evidence on their own behalf*. This statement is made as positively as if it were capable of actual proof, and it must strike anyone reading it as an extremely bold assertion. The Lord Chancellor, a few days ago, in moving the second reading of the Criminal Evidence Bill, commented upon it, and declared that nothing could be discovered which in any way supported it, although inquiry had been made by the Home Office. This inquiry is naturally not conclusive in the eyes of the author of the book; but the fact remains, as far as can be gathered, that his assertion is not capable of any sort of corroboration. All that it comes to is: that this gentleman, sitting in court in the course of his official duties, has listened to a large number of cases being tried, and has taken particular interest in those in which the accused person has given evidence. In a few of these cases his opinion as to the guilt of the prisoner did not agree with that of the jury or of the judge. In his book the author mentions the names of several practising barristers who agree with him, and whose opinions are well worthy of consideration; but all opinions based on the assumption that innocent persons are often convicted of offences under the Criminal Law Amendment Act, 1885, because they give evidence on their own behalf, are based on what is mere guess-work. How often has it happened that any such person has been *proved* to have been innocent? Against such opinions there is the broad principle stated by the Lord Chancellor, that it is impossible to imagine an innocent man charged with a crime who would not be most anxious to meet his accuser and to tell his own story upon oath; and the strong opinion of Lord HERSHELL that it is not right to deprive such a person of the opportunity of telling his story in the only way it will have weight, because some prisoners would benefit by such a proceeding. One argument was put forward by the Lord Chancellor which has not been made much of hitherto; that is, that numbers of persons are convicted of small offences in the police-courts every day on the uncorroborated evidence of one constable. The accused certainly may make a statement, but in most cases he cannot give evidence on oath, and an unsworn statement is very properly not considered of much value. This puts too much power in the hands of the police, who, excellently as they do their duty as a rule, are almost necessarily biased to some extent in favour of getting a conviction when they make an accusation.

THE VACCINATION BILL brought in by Mr. CHAPLIN ought, if it becomes law, to remove the greater part of the popular objection to the operation. The vast majority of persons of

education are firmly convinced that compulsory vaccination is necessary, but there is undoubtedly an enormous amount of hostility throughout the country to the law as it now is, and few will deny that there is some ground for this hostility. The Bill provides that a supply of pure calf lymph shall be placed, at the public expense, within the reach of everyone, and that no parent shall be required to submit his child to vaccination except with calf lymph. As discoveries have lately been made which enable lymph to be obtained of the utmost purity, these provisions ought to meet all the objections to vaccination on the ground that it communicates disease. As the law at present stands, a parent must submit to his child being vaccinated with lymph taken from the arm of another child, and the parent of this second child must allow the lymph to be so taken. This, no doubt, saves expense, but it is probably at the bottom of the whole agitation against vaccination, and is obviously a very objectionable arrangement. It is further proposed to put an end to the system by which a parent is required to take the child to the public vaccinator, and to enact that that officer shall visit the child and perform the operation at the child's home. This will be a great boon to the poor woman who has no one to help in her domestic affairs, and ought to remove another cause of friction. The Royal Commission on the vaccination laws recommended that no proceedings should be taken against any parent for refusing to have his child vaccinated if he made a statutory declaration that he had a conscientious objection to the operation. We are glad that the Government have refused to accept this recommendation. If it were accepted, vaccination could never be enforced; for a conscientious objection to vaccination would probably be found in almost all those persons who conscientiously object to being fined in a police-court. Some concession, however, is to be made to the conscientious objector. As the law stands at present, the parent who refuses to have his child vaccinated may have order after order made against him, requiring him to have the child vaccinated, as long as the child is under fourteen years of age, and may be fined for disobedience to each order. It is now proposed to relieve the parent from repeated penalties in respect of the same child. As the maximum penalty will probably be no very large sum, it remains to be seen whether this is not leaving the door very wide open for escape from the necessity of obeying the law. On the whole, however, it seems not unlikely that the proposed change in the law will put an end to the state of things under which a town like Leicester, of 200,000 persons, can defy the law with impunity.

THE ART of buying and selling is one with which the law interferes as little as possible, and this prudent policy is tersely summed up in the maxim *caveat emptor*, a maxim which in spirit applies to each party to the bargain, and protects as much the buyer who has bought some precious relic for an old song as the vendor who has successfully got an unsound horse off his hands. But the vendor or purchaser who relies for his profit upon his own knowledge and the ignorance of the other side must be careful that he has himself done nothing to contribute to that ignorance. The purchaser, it has been said, is entitled to use his own knowledge, and is not bound to give the vendor information of the value of his property. He may buy an estate with a valuable mine under it from a vendor who is ignorant of the existence of the mine without breathing a word of what he knows (see *Turner v. Harvey*, Jac. p. 178). But he is only safe so long as he preserves a strictly passive attitude, and so soon as he does anything by which he misleads the vendor he oversteps the limit and is liable to have his purchase set aside. Since a purchaser is under no antecedent obligation to communicate to his vendor facts which may influence his own judgment, his mere silence does not imply any deceit, even though he is aware of circumstances of vital importance of which the vendor is ignorant. Each party to the transaction makes his own inquiries and is guided in his decision by what he himself discovers. But the case is completely altered so soon as one party abandons this attitude and takes upon himself to offer information which will influence the other side. He must then be careful that what he says is true, and that he does not create a mistaken impression by the omission of any part of the truth

(see *per* Lord SELBORNE in *Coaks v. Boswell*, 11 App. Cas. p. 235). The purchaser who takes upon himself to guide the vendor's judgment is debarred at once from suppression of the truth and suggestion of error. In the recent case of *Davis v. Ohry*, before BARNES, J., this rule appears to have been forgotten. A debt of £300 was due to the plaintiff from the estate of a bankrupt who had died since the bankruptcy. The defendant purchased it for £15, and it then transpired that the official receiver was entitled to property in the bankruptcy sufficient to pay 20s. in the pound. There was a strong conflict of evidence as to what was stated by the defendant to the plaintiff in the course of the negotiations for the purchase, but BARNES, J., came to the conclusion that the defendant had represented that the estate could not pay more than 1s. in the pound. Upon this conclusion it was a matter of course for judgment to be given setting the sale aside.

THE DECISION of the Court of Appeal in *Ibbotson v. Ibbotson Bros. & Co. (Limited)* shews, as did the decision of the House of Lords in *Bloomenthal v. Ford* (45 W. R. 449), that there are limits to the injustice which can be perpetrated under section 25 of the Companies Act, 1867. Upon the sale of a private business to a company in 1872 it was arranged that the plaintiff, who was one of the vendors, should receive, as part of his share of the purchase-money, 200 £100 shares to be issued as fully paid up, and 250 £100 shares to be issued with £80 paid up, together a nominal consideration of £40,000. Shares were issued accordingly, but no sufficient contract under section 25 was filed at the time, and a contract filed some months later did not cure the defect. Meanwhile, although the company had gone into possession and was carrying on the business, no conveyance of the purchased property had been made, and when, in 1877, the matter was about to be completed, it was resolved to alter the original arrangements for purchase so as to get rid of the risk as to the filed contract. A fresh agreement was accordingly made between the vendors and the company, and instead of the consideration consisting, so far as the plaintiff was concerned, of shares, it was to consist of cash. The property was accordingly conveyed, and the company paid the plaintiff £40,000 by cheque, while the plaintiff by cheque paid back the same amount in discharge of his liability on his shares. Having regard to the stringency of section 25, such a transaction, however good it might have been at the outset, was attended with considerable risk, and after the lapse of twenty years the company have met a claim made upon them by the plaintiff with a counter-claim for £80 on each of the 250 shares, and for a declaration that the 200 are subject to a liability to pay for them in full. The peculiarity of the case is that no fault has been found with the original purchase, nor is the company in liquidation. On the contrary, it has all the time carried on the business successfully. It was apparently no sufficient answer to the claim that the company, since it had not registered a contract, had failed to carry out its part of the bargain, and to issue shares fully paid or partly paid, as arranged. A company which wishes to take advantage of section 25 is not to be prevented by any such commonplace consideration. Where, however, the company is still a going concern, it is sometimes possible to effect the same result by a rectification of the register. In the present case the Court of Appeal got over the difficulty by holding that the new contract of 1877 for payment in cash was valid, and hence the liability of the plaintiff on the shares had been duly discharged.

THE RIGHT of a plaintiff to claim a nonsuit was unsuccessfully asserted in the recent case of *Fox v. The Star Newspaper Co.*, which was an action for libel brought by a county court registrar. Before the Judicature Acts, the plaintiff, as *dominus litis*, could undoubtedly avail himself of this privilege in order to avoid having judgment recorded against him barring his right of action. The hardship which such a practice often entailed on a defendant was mitigated, if not altogether obviated, by ord. 41, r. 6, of the R. S. O., 1875, which converted a nonsuit into a judgment for the defendant and prohibited a fresh action being brought without leave. It is true that this order has since been

repealed and that the R. S. C., 1883, do not reproduce it. As, however, the Court of Appeal held, in the case under consideration, order 26 of the existing rules covers everything which was formerly matter of nonsuit. It provides, by rule 1, that after defence "it shall not be competent for the plaintiff to withdraw the record or discontinue the action without leave of the court or a judge." Therefore, a plaintiff is clearly no longer *dominus litis* in the old sense of the term, though he can still, it seems, be nonsuited with leave of the judge, where he makes his application for the purpose before the jury have given their verdict (*Pinto v. Badman*, 7 Times L. R. 317).

PROPOSED LEGISLATION AS TO MONEYLENDERS.

VALUABLE evidence was given last week by Sir GEORGE LEWIS before the Select Committee appointed to inquire into the moneylending system. He has had exceptional opportunities of becoming acquainted with the subject, especially in what we may term its higher branches, and no doubt the committee will attach very considerable weight both to his testimony as to facts, and to his suggestions as to alterations in the law. He proposes, in the first place, that all professional moneylenders should be registered and compelled to take out a licence. No very great difficulty would probably be encountered in carrying out such a law provided its scope can be limited to the class of cases in view. Assuming this limitation can be made, such a licence should be granted to a person only in his own name, and it should be forbidden for anyone to carry on the business in any other name or in more than one name. A penalty would have to be imposed upon any unlicensed person following this calling, and it would be a question of fact to be decided in each case whether or not the person in question did or did not make a business of lending money. Besides the penalty, Sir GEORGE LEWIS suggests that no person who acts so as to make himself liable to the penalty should be able to recover his loan in any court of justice. Probably such a provision would be more efficacious in enforcing regulations for licensing and registration than the dread of the penalty.

The next step would be to provide a means of punishing those moneylenders who induce persons to deal with them by specious and fraudulent advertisements and circulars. Sir GEORGE has drafted a clause with this object, in the following words: "Whosoever being a professional moneylender, or his manager, clerk, or agent, shall circulate or publish, or concur in the circulation or publishing, any written statement that he should know to be false, with intent to deceive or injure or defraud any person who may enter into any contract for the loan of money, shall be guilty of misdemeanour." Subject to the limitation already suggested, few persons, probably, will be found to raise any serious objection to these proposed changes in the law. The evil is admitted and is widespread, and a remedy is urgently demanded. It seems impossible that such changes could injure trade, or oppress the poor, or hurt any one person except those whom it is intended to restrain. The proposed legislation would put an end to the "private gentleman" who is ready to lend money "at a low rate of interest" from motives which (according to his advertisements) approach philanthropy. It would also destroy the bogus "bank."

More difference of opinion will, however, be excited by the proposals of Sir GEORGE LEWIS to give judges power to interfere with the amount of interest a borrower contracts to pay. It is no doubt a serious thing to meddle with freedom of contract: but it must be remembered that the Legislature not infrequently interferes with contracts in order to protect persons who are for various reasons unable to fully protect themselves. This by the Ground Game Act, 1886, agreements by tenant farmers not to kill rabbits and hares, even when made for very good consideration, are void as against them. And again, by the Workmen's Compensation Act of last year, except in certain prescribed cases, any bargain which a workman may make not to take advantage of the Act is void. It may be said that a poor borrower who has once got into the clutches of a moneylender, is much less able to protect himself against his oppressor than the farmer is against his landlord or the workman against his master. Equity, too, has for centuries relieved

against unconscionable bargains made with expectant heirs and reversioners, and continues to do so in spite of the repeal of the usury laws and of the laws restricting dealing with reversioners. Moreover, it is not in the case of expectant heirs alone that equity will interfere, though other cases of interference are not common. One instance is reported in *Neவில் v. Snelling* (29 W. R. 375, 15 Ch. D. 679), where the plaintiff was a younger son, and had no property of any kind in possession or reversion, being entirely dependent on his father. The defendant, a moneylender, held promissory notes of the plaintiff for a considerable amount more than he had ever lent, but the court in this case made a declaration that the notes should only stand as security for the amount actually advanced, with interest at the rate of five per cent. The case was tried by DENMAN, J., sitting as a judge of the Chancery Division, and no appeal was ever brought against his decision. In the course of his judgment, in which he carefully reviewed the cases on the subject, he said: "I can find no case which decides that the interference of the court is limited to cases in which the dealings have been with expectant heirs or reversioners, or to cases in which the dealing has been one in relation to the expectancy. . . . The real question in every case seems to me to be the same as that which arose in the case of expectant heirs and reversioners before the special doctrine in their favour was established—that is to say, whether the dealings have been fair, and whether undue advantage has been taken by the moneylender of the weakness or necessities of the person raising the money. Sometimes extreme old age has been unduly taken advantage of, and the transaction set aside. Sometimes great distress. . . . I cannot help thinking that the present case is one in which equity ought equally to interfere. . . . The defendant never intended to deal with the plaintiff as a real matter of business between him and the plaintiff, looking to his means, present or future. The defendant throughout intended to work upon the weakness of the plaintiff and the fear of those belonging to him, his main reliance being upon the power or hope of extorting money from the plaintiff's father as soon as the plaintiff broke down in the payment of cent. per cent. or more. . . . I cannot think that such transactions as those disclosed in the present case, mischievous as they are to society, and accompanied with such features of unfairness and extortion, ought to be allowed to result in exorbitant gains to Mr. SNELLING or to any other moneylender; nor do I entertain any doubt that, upon the general principles of equity, which lay it down that unfair and unconscionable dealings with a person whose position renders him too weak to resist rapacity, and avarice, and unfair dealing are within the jurisdiction of the court, and ought to be repressed, I ought to make the decree prayed for in the statement of claim."

When the court has already gone so far as this, it is not unnatural to suggest that power should be given generally in actions for money lent, to fix a fair rate of interest in all cases where there is anything unfair or oppressive in the bargain, or any undue advantage taken of ignorance, age, or distress. It would not follow that a judge would reduce the interest in every case which came before him, in which it was extremely high. To do so would be to check borrowing unduly. There are many cases in which money is lent at very great risk, and consequently at very large interest, where no sort of advantage is taken of the borrower. The only object of such a power is to enable the court to interfere where there has been actual oppression, and the practical difficulty will be to exclude from the proposed jurisdiction cases where the transactions between the parties have been perfectly straightforward, and where it would be improper for the judge to estimate, after the risk had been ascertained, the remuneration which ought to have made it worth while for the moneylender to make the advance.

Since Sir GEORGE LEWIS appeared before the committee Sir HENRY HAWKINS has given his evidence, approving of all Sir GEORGE LEWIS's suggestions. He even goes a little further in proposed safeguards against the frauds of moneylenders by suggesting that every licensed lender should be compelled to enter all his transactions in a book, in the same way as a pawnbroker is required to do. It is, of course, an easy matter to make suggestions of this kind, and, as above intimated, they have our full sympathy provided they can be restricted to the

class of cases which Mr. Justice HAWKINS and Sir GEORGE LEWIS both have in mind. But it was patent to the members of the committee that any proposals dealing with moneylending as such would go beyond the necessities of the case and might produce disastrous results. Banks are the great moneylenders, and it is admitted that banks must be excluded. The securities, however, on which banks will make advances are limited. Traders who require money the return of which must depend on speculative, though not necessarily on hazardous, risks, have to go elsewhere, and there is plenty of business done at rates considerably over what a bank would charge, and yet such as the borrowers are perfectly willing and, as a rule, are able to pay. It was suggested in the committee to draw a distinction between commercial and non-commercial loans, but the possibility of so doing is not clear, and even as to loans which are admittedly non-commercial, difficulties would arise. There is plenty of borrowing which would then fall within the proposed law although not at all in the same category as the cases which have been before the committee. It is of no great use to say that in such transactions the court would never interfere. Doubtless it would not, but the possibility of interference would excite great opposition to the proposed legislation, and this will be evident as soon as the above proposals take practical shape. The evidence before the committee has shown the necessity for legislative interference, but proposals aimed at moneylending in general will not be found to be practicable. A means must be devised of confining the remedy to the actual evils.

COVENANTS RUNNING WITH THE REVERSION.

An interesting question upon the extent to which the burden of a lessor's covenant runs with the reversion arose before the Privy Council in the recent case of *Eccles v. Mills* on appeal from New Zealand, and was dealt with in an elaborate judgment delivered by Lord MACNAGHTEN. The common law, it is well known, refused to recognize the possibility of either the benefit or the burden of the covenants entered into by the lessor running with the reversion, except apparently that the assignee of the reversion was entitled to enforce covenants for the payment of rent or for the rendering of services in the nature of rent; but the law was altered by 32 Hen. 8, c. 34, and the principle of that statute has been extended by the Conveyancing Act, 1881. Under the statute of Henry 8 the assignees of the reversion have the same remedies against the lessee upon the covenants in the lease as the lessor himself had, and similarly, the lessee has the same remedies against the assignees of the reversion as against the lessor. To take advantage of these provisions it was necessary that the covenant should be made with a lessor who had the legal estate, and that the assignee should take the same estate (see *Earl of Derby v. Taylor*, 1 East 502), and hence arose a difficulty in cases where the lease was granted by, and covenants entered into, with a mortgagor (*Webb v. Russell*, 3 T. R. 393). This is now avoided by the provisions of sections 10 and 11 of the Conveyancing Act, under which both the benefit and the burden of the covenants in the lease are annexed to the reversionary estate in the land, and are capable of being enforced by or against the person for the time being entitled to the rent reserved by the lease. But even when it is clear that the burden of a covenant on the part of the lessor runs with the reversion, so as to be enforceable against the reversioner for the time being, it is still a question, in cases where the reversion has passed upon the death of the lessor to devisees, whether the covenant is so incident to the lease that the burden must ultimately be borne by the reversioner—in other words, whether the burden falls on the reversion itself—or whether it is not really personal to the lessor so that the burden can be transferred from the devisees to the lessor's personal estate.

In *Eccles v. Mills* a covenant which, taken by itself, contemplated the imposition of a burden upon the lessor during a part of the currency of the lease was followed by words which materially limited its meaning. By deed dated the 2nd of September, 1868, JONES demised to BELL a farm of 4,000 acres known as Meadowbank situated in the province of Otago. The

term was fourteen years, and the rent £1,000 a year. The lease contained a covenant on behalf of the lessor, his heirs, executors, administrators, and assigns, that the lessor, his heirs or assigns, would before 1st of September, 1869, finish the work of laying down a specified 1,000 acres of the farm in English grass. As pointed out by Lord MACNAGHTEN, this implied on the part of the lessor an agreement to continue to lay down the land in grass, and on the part of the lessee an authority for the lessor to enter upon the land and cultivate it for that purpose; and it could hardly be contended that a continuing obligation and licence of this kind would not pass to the assignees of the reversion. But after the covenant came the singular provision: "It is hereby declared that there shall not be implied in this lease any covenant or provision whatever on the part of either of the parties hereto." The effect, consequently, of excluding from the lease anything that might arise by implication was to release the lessor from the duty to continue to cultivate the land, and to deprive him also of the right to do so. Thus the covenant that the land should be laid down in English grass by the 1st of September, 1869, was a covenant to be fulfilled without any further cultivation, and was practically a warranty that by the date specified the land would be found to be in fact so laid down.

This result, at first sight somewhat unintelligible, is explained by the actual state of affairs at the time of the granting of the lease. The lessor had already commenced the task of sowing the 1,000 acres with grass, but the lessee disapproved both of the seed and of the manner of sowing. He objected that the seed was inferior, and that the plan of a single ploughing and sowing which the lessor was pursuing would produce no crop of grass even with the best of seeds. The lessor maintained that the seed was good and that the single sowing would be sufficient. He did not intend to repeat his work and he was content to leave the fate of the grass to be determined at the specified date without further interference by him. He was willing to covenant that the ground should be laid with grass, but he was not willing to be bound by any implied stipulation that he should sow over again when in his opinion a single sowing would suffice. Apparently this attitude on the part of the lessor accounts for the curious qualification by which the covenant was followed. As things turned out, the lessor was wrong, but he did not live to know it. He died in March, 1869. In September, 1869, the grass which he had sown had failed to come up, and the lessee obtained for the breach of covenant damages assessed at £2,296.

Under the lessor's will the property in question was specifically devised, but it was assumed when the lessee made his claim that the burden of the breach of covenant would fall on the general personal estate, and the money was paid accordingly by the executors. For many years the propriety of the payment was not questioned, but recently difficulties arose in the administration of the lessor's estate, and the respective liabilities of the specific devisees and of the general personal estate have had to be considered. The New Zealand courts took the view that the covenant, in spite of the qualification following it, ran with the land, and that the breach of covenant ought to have been satisfied by the specific devisees. But in the Privy Council the view has prevailed that the clause excluding the implication of any obligations reduced the preceding covenant to a mere warranty binding on the lessor personally. It was a guarantee as to the future state of the land, entered into as an inducement to the acceptance of the lease by the lessee, and involved no obligation continuing during the currency of the lease. The breach, therefore, was a matter only affecting the lessor personally, and the damages had been properly paid out of his personal estate.

This was sufficient for the decision of the case, but Lord MACNAGHTEN did not leave the matter here. The New Zealand courts, while holding that the covenant ran with the reversion, had not taken the distinction that this circumstance was not conclusive of the ultimate liability *inter se* of the persons interested in the lessor's estate. The lessee might under the statute have his remedy against the specific devisee as the assignee of the reversion, but the specific devisee might still be entitled to claim exoneration from the lessor's personal estate. It is possible, says Lord MACNAGHTEN, that the covenant may

run with the reversion so as to be enforceable against the reversioner for the time being without being a burden upon the reversion itself, and he proposes as the test, whether the obligation of the covenant is incident to the relation of landlord and tenant, or whether it was really only preparatory to the commencement of that relation. The matter is not determined by the statutory liability of the assignee to the lessee. The statute, indeed, leaves the ultimate liability as between the specific devisees and the general personal estate of the lessor untouched. "The inquiry," said Lord MACNAGHTEN, "must go deeper. It would seem that the nature of the obligation in each particular case must determine the question. If it was in its nature incident to the relation of landlord and tenant it would only be fair that the burden should be borne by the devisees as between him and the testator's estate, falling on him as landlord whether the agreement bore a seal or not. . . . On the other hand, if the covenant was not in its nature incident to the relation of landlord and tenant—if the thing to be done was something preparatory to the complete establishment of that relation—it would seem to be fair and in accordance with the probable wishes of the testator that the burden of the covenant unperformed by him in his lifetime should be borne by his estate rather than by the specific devisees."

The rule thus laid down gives an intelligible principle, and one which appears to be fair. *Prima facie* persons succeeding to the positions of lessor and lessee take their respective interests, whether the reversion or the term, *cum onere*, and, so soon as it is ascertained that a burden is imposed on the lessor or on the lessee as such, it must be left to be borne out of the estate of the one or the other. But if the burden is not attached to the interest, but is preparatory to its creation, the reason of the thing is different, and the person taking the interest is entitled to take it clear of a liability which should be borne by the person who originally incurred it. The authorities shew an indication of the distinction, though it has not been very clearly carried into effect. In *Marshall v. Holloway* (5 Sim. 196) the burden of a covenant by the lessee to complete buildings within a specified time was held to fall on the lessee's general personal estate, and not on the legatee of the lease. On the other hand, in *Mansel v. Norton* (22 Ch. D. 769) a covenant by the lessor to pay for the lessee's property on the demised premises at the end of the term was held to fall on the devisees. In *Eccles v. Mills* the covenant was one which was in intention antecedent to the relationship of landlord and tenant, and as between the executors and the specific devisees fell on the general personal estate of the lessor, even assuming that it ran with the land so as to be binding as between reversioner and lessee upon the reversioner for the time being.

REVIEWS.

MORTGAGES.

THE LAW OF MORTGAGE, AND OTHER SECURITIES UPON PROPERTY. By the late WILLIAM RICHARD FISHER, of Lincoln's-inn, Barrister-at-Law. FIFTH EDITION. By ARTHUR UNDERHILL, M.A., LL.D., Barrister-at-Law, Reader of the Law of Real and Personal Property in the Inns of Court. Butterworth & Co.

Everyone who has been accustomed to use "Fisher" in practice will welcome a new edition. As the author left it, the book was an excellent example of what a law treatise ought to be as regards clear development of principles and accurate and cautious statements of their application; it was terse in style and never wandered from the precise point in hand. There were, of course, defects: the arrangement of matter was not always satisfactory; there was not much of the modern system of sub-division of branches of the subject, rendering reference easy; there were no marginal notes, and the index, to say the least, was capable of improvement. Moreover, although the scope of the work was extremely wide, it included little, if any, information as to mortgage debentures and mortgages by limited owners. The task undertaken by Mr. Underhill was therefore not a light one. Not only were all the statutes and decisions since 1884 (including the decisions on the Bills of Sale Acts) to be incorporated, but new chapters had to be added on the omitted subjects above mentioned, as well as on mortgages of choses in action; and a considerable part of the book had to be rearranged.

We are glad to say that as the result of our investigation of the new edition, we think that these difficulties have been very successfully

grappled with and overcome by Mr. Underhill. The labour he has put into the book may be estimated from the amount of matter which he has modestly placed between brackets in order to distinguish it from the original text. As to many parts it might almost be said that there is no page without a bracket. The more important question is as to the quality of the added matter, and upon this we may say that several of these additions have been subjected to the rather severe and microscopic test of reference in the course of investigation of points arising in practice, and have stood the test very well. Mr. Underhill's statements of the effect of decisions are terse, accurate, and neatly put, and, so far as we have been able to ascertain, all the recent cases of importance have been incorporated. We are not sure that the careful selection of cases and rigorous exclusion of matter not strictly relevant, which characterized Mr. Fisher's book, has been borne in mind in every part of the present edition; it is, no doubt, difficult to withstand the temptation to include every decision in anyway bearing on the text. We may also hint that the latter part of the book is hardly as complete as the rest; we find, for instance, the Mortgagees' Legal Costs Act printed at p. 910, with a reference to a case in a note, but otherwise without any commentary. But on the whole the incorporation of cases and statutes is very well done. The new chapters added by the editor are clearly expressed and valuable statements of the law on their several subjects. As regards the re-arrangement of the matter, we can speak without qualification. The book has been greatly improved as regards facility of reference. Considering the difficulty of his task, we think Mr. Underhill is entitled to be congratulated on the mode in which it has been accomplished.

BOOKS RECEIVED.

Encyclopædia of the Laws of England, being a New Abridgment by the Most Eminent Legal Authorities, under the General Editorship of A. WOOD RENTON, M.A., LL.B., Barrister-at-Law. Volumes V. and VI.—Employers Liability to Freeman, Freight to Interment. Sweet & Maxwell. Price, 20s. net.

The Law of Mines and Mining in the United States. By Daniel MOREAU BARRINGER, A.M., LL.B., and JOHN STOKES ADAMS, A.B., LL.B., of the Philadelphia Bar. Boston: Little, Brown & Co.

The Law of Railway Bonds and Mortgages in the United States of America. With Illustrative Cases for English and Colonial Courts. by EDWARD LYMAN SHORT, of the New York Bar. Boston: Little, Brown, & Co.

The Real Representative Law, 1897; being Part I. of the Land Transfer Act, 1897, and a Discussion on Administration Thereunder. By AMHERST D. TYSEN, D.C.L., Barrister-at-Law. William Clowes & Sons (Limited).

The Law List. Comprising the Judges and Officers of the Courts of Justice, Counsel, Special Pleaders, Conveyancers, Solicitors, Proctors, Notaries, &c., in England and Wales, the Circuits, Judges, Treasurers, Registrars, and High Bailiffs of the County Courts, Metropolitan and Stipendiary Magistrates, Official Receivers under the Bankruptcy Act, &c., &c. Published by the Authority of the Incorporated Law Society of the United Kingdom. Compiled as far as relates to Special Pleaders, Conveyancers, Solicitors, Proctors, and Notaries. By J. S. PURSELL, C.B., Contoller of Stamps and Registrar of Joint Stock Companies, and Published by the Authority of the Commissioners of Inland Revenue. Stevens & Sons (Limited). Price 10s. 6d. net.

The Office of Magistrate. By HAROLD WRIGHT, B.A., LL.B., Barrister-at-Law, Stipendiary Magistrate for the the Staffordshire Potteries. Third Edition, Revised and Enlarged. William Clowes & Sons (Limited).

We have received the *Law List* for 1898, which contains the usual complete information brought down to date. Perhaps it may be long habit in consulting this work, but it seems to us that none of its many rivals has yet succeeded in equalling the convenience, in regard to legible type and size and ease of reference, of this volume.

The annual meeting of the Selden Society is to be held in the Council Room, Lincoln's-inn Hall, on Wednesday next, the 23rd inst.

The first provincial meeting of the year of the Auctioneers' Institute of the United Kingdom was held on the 11th inst., at Oxford, and was largely attended. Mr. James F. Field, of London, the president, occupied the chair at the meeting of the council. It was reported that a deputation from a meeting of bailiffs was received early in the year upon the subject of the law of distress and the present position of bailiffs, and it was resolved that it was desirable that a representative meeting of bailiffs should be held to thoroughly discuss the whole subject, and that the views of such meeting should be placed before a committee of the institute for consideration.

CASES OF THE WEEK.

Court of Appeal.

FOX v. THE STAR NEWSPAPER (LIM.). No. 1. 10th March.

PRACTICE—NONSUIT—DISCONTINUANCE—ORD. 26, r. 1.

This was an appeal by the plaintiff from a judgment of the Lord Chief Justice. The action was brought for an alleged libel published in the *Star* newspaper. The plaintiff had also brought an action in respect of a similar alleged libel published in the *Evening News*. The action against the *Evening News* was tried first, before the Lord Chief Justice and a special jury, and resulted in a verdict and judgment for the defendants. The action against the *Star* was then called on to be tried before the same jury. The plaintiff said that he did not propose to proceed with this action and he claimed to be nonsuited. The Lord Chief Justice ruled that the plaintiff had no right to claim a nonsuit, and ordered judgment to be entered for the defendants. The plaintiff now appealed in person, and argued that he had a common law right to a nonsuit. Rule 6 of order 41 of the rules of 1875 had abolished nonsuits; but the whole of the rules of 1875 were repealed by the rules of 1883. Ord. 72, r. 2, of the latter rules said that, "Where no other provision is made by the Acts or these rules, the present procedure and practice remain in force." This rule was not intended to keep on foot any repealed order, but the general jurisdiction and practice of the court: *Magnus v. National Bank of Scotland* (36 W. R. 602); *Re Busfield* (32 Ch. D. 123, at p. 131). The common law right to a nonsuit was thus kept alive, and in practice nonsuits were allowed at the present day.

THE COURT (A. L. SMITH, CHITTY, and COLLINS, L.JJ.) dismissed the appeal, holding that the plaintiff was no longer entitled to demand a nonsuit, thereby reserving to himself the right to bring another action. Ord. 41, r. 6, of the rules of 1875 had been advisedly repealed and not reenacted. The whole subject of a plaintiff's right to withdraw from an action with a right to bring another action was now governed by order 26. The effect of rule 1 of that order was that, when an action had reached the stage of trial, the plaintiff could not withdraw from it, reserving to himself the right to bring a second action, except by leave of the judge.—COUNSEL, *Blake Odgers, Q.C.*, and *Temple Franks*. SOLICITORS, *Harrison & Davies*.

[Reported by F. G. RUCKER, Barrister-at-Law.]

Re NEW PAR CONSOLS (LIM.). No. 1. 14th March.

PROHIBITION—JURISDICTION OF COUNTY COURT IN WINDING-UP OF COMPANIES—COMPANIES (WINDING-UP) ACT, 1890, s. 1, SUB-SECTION 6.

This was an appeal from an order of Bigham, J., granting a writ of prohibition to the county court of Truro restraining further proceedings on a committal order. Proceedings for winding-up the New Par Consols (Limited) were taken in the said county court, and in the course of such proceedings the county court judge made an order committing to prison one Charles Gregory, one of the directors of the company, for contempt in failing to comply with an order which had been made on him to submit and verify a statement of the affairs of the company. An application was made on the part of Gregory for a writ of prohibition on the ground that the order to furnish the statement of affairs was invalid as not being in compliance with the County Court Rules. Bigham, J., granted the writ. The official receiver appealed.

THE COURT (A. L. SMITH, CHITTY, and COLLINS, L.JJ.) allowed the appeal, holding that the writ of prohibition did not lie, by reason of section 1, sub-section 6, of the Companies (Winding-up) Act, 1890, which enacts that every court having jurisdiction under the Act to wind up a company shall, for the purposes of that jurisdiction, have all the powers of the High Court. The effect of that was that a county court when exercising winding-up jurisdiction could not be treated as an inferior court subject to prohibition.—COUNSEL, *Sir R. B. Finlay, S.G.*, and *Muir Mackenzie*; *Glenn*. SOLICITORS, *Solicitor to the Board of Trade*; *Gregory & Co.*

[Reported by F. G. RUCKER, Barrister-at-Law.]

CALCRAFT v. GUEST. No. 2. 8th, 9th, and 11th March.

PRACTICE—EVIDENCE—PRODUCTION OF DOCUMENTS—PRIVILEGED DOCUMENTS—COPIES—SECONDARY EVIDENCE.

This was an appeal from a decision of Collins, J., at the trial without a jury in *Middlesex*. Since the trial a number of documents relating to the subject-matter of an action which had taken place in 1786 had been discovered at the office of a solicitor to whom they were handed by the executors of a solicitor who conducted the action for the plaintiffs' predecessor in title. The documents consisted of (*inter alia*) the record in the action of *Fry v. Stevens*, tried in 1786, the briefs of counsel, proofs of witnesses, and notes of their evidence in the case. The action had been brought against the lessee of one of the predecessors in title of the plaintiffs and had been defended by such predecessor. The appellant's (defendant's) solicitors had obtained copies of some of the documents from the persons in whose custody they had been, and thereupon asked that the documents might be produced. The plaintiffs objected to produce them, claiming that they were privileged. The appellant then asked for leave to give secondary evidence of those documents of which he had copies. Although the documents had been prepared for the trial of *Fry v. Stevens* it did not appear whether they had actually been used or not.

THE COURT (LINDLEY, M.R., and RIGBY and VAUGHAN WILLIAMS, L.JJ.) held that the documents were privileged, but allowed the appellant to give secondary evidence of such of them as he could.

The judgment of the court was delivered by LINDLEY, M.R.—The question has arisen whether certain documents are evidence and whether secondary evidence of them can be given, we must be cautious in this, because some of them may be inadmissible. It appears to me that the case is covered by *Minet v. Morgan* (21 W. R. 467, L. R. 8 Ch. 361), and if any are covered by privilege that privilege is not lost; as a general rule, if a document is once privileged it is always privileged. The case of *Wheeler v. Le Marchant* (17 Ch. D. 675, 29 W. R. Dig. 72) seems to be to the contrary effect, but I think that case has been rather misunderstood, and has given rise to controversy. Cotton, L.J., commented on it in *Kennedy v. Lyell* (31 W. R. 691, 23 Ch. D. 387), and it was again referred to in *London v. Blaks* (38 W. R. 64, 23 Q. B. D. 332), and again Stirling, J., referred to it in *Leahey v. Halifax Joint-Stock Banking Co.* (41 W. R. 344; 1893, 1 Ch. 686). So far the contention of Mr. Cripps is right. The next question is, the appellants having copies of some of the documents, can he give secondary evidence of them? That is covered by *Lloyd v. Mostyn* (10 M. & W. 478), which is a distinct authority that secondary evidence can be given. On the other hand, we must consider when any particular document is tendered whether we can admit it.—COUNSEL, *Coxen-Hardy*, Q.C., *Bosquet*, Q.C., and *Macaskie*; *Cripps*, Q.C., and *Stuart Moore*. SOLICITORS, *Nicholson, Graham, & Graham*, for *Preston & Francis*, Bournemouth; *Meynell & Pemberton*.

[Reported by W. SHALCROSS GODDARD, Barrister-at-Law.]

SMITH v. RICHMOND. No. 2. 7th and 8th Feb.; 11th March.

RATING—MARKET-GARDEN—LAND COVERED WITH GREENHOUSES—"AGRICULTURAL LAND"—"BUILDINGS OR OTHER HEREDITAMENTS"—LIABILITY OF LAND COVERED WITH GLASS, BEING PART OF A MARKET-GARDEN—AGRICULTURAL RATES ACT (59 & 60 VICT. c. 16), ss. 1, 5, 6, 9.

This was an appeal by the surveyor of taxes from a decision (reported 41 SOLICITORS' JOURNAL, 697) of a Divisional Court, consisting of Collins, L.J. (then Collins, J.), and Ridley, J. The case turned upon the true construction of the Agricultural Rates Act, 1896 (59 & 60 Vict. c. 16), and raised an important question as to whether glass-houses erected over market-gardens were to be rated as "agricultural land" or as "buildings or other hereditaments." Robert Piper was a grower of fruit, vegetables, and flowers at Worthing, and kept there what he himself called, and what was commonly known as, a market garden and nursery. The land he occupied extended to more than four acres, and on it he had erected fifty-seven greenhouses of glass, which he used for growing tomatoes, cucumbers, grapes, and other vegetables, for sale. The fifty-seven glass-houses occupied about half of Piper's land, the rest of which was occupied by vine borders, paths, and stakeholes connected with the heating arrangements. The overseers of the parish, by whom, under the Agricultural Rates Act, 1896, and the Local Government Board regulations, statements were to be made as to the rateable value of Piper's "agricultural land" and "buildings and other hereditaments," returned the land covered by the glass-houses as "agricultural land." The assessment committee, however, on the objection of the surveyor of taxes, decided that the land so covered was not agricultural land. The quarter sessions, to whom the case was appealed, reversed the decision of the assessment committee, but stated a case for the opinion of the High Court. In the Queen's Bench Division the judges differed, Collins, L.J., holding that the glass-houses were to be rated as agricultural land, while Ridley, J., agreed with the assessment committee. The appeal from quarter sessions was therefore dismissed. The surveyor of taxes appealed to the Court of Appeal.

THE COURT (LINDLEY, M.R., and RIGBY and VAUGHAN WILLIAMS, L.J.J.; VAUGHAN WILLIAMS, L.J., dissenting) allowed the appeal.

LINDLEY, M.R., said: The question in this case is whether glass-houses in or on a market-garden are to be rated as buildings or as agricultural land under the Agricultural Rates Act, 1896? The court of quarter sessions held that the glass-houses ought to be rated as agricultural land. On appeal to the Queen's Bench Division the members of the court were equally divided, and the appeal was dismissed, but leave was given to appeal to this court. The glass-houses in question are clearly buildings in the ordinary legal meaning of the word. The case stated leaves no doubt on this point. The question turns entirely on the true construction of the Act of Parliament (59 & 60 Vict. c. 16). The 9th section contains a definition of agricultural land, but no definition of buildings or of market-gardens or nursery-grounds. The Interpretation Act, 1889, contains, in section 3, a definition of land; and this word, when used in subsequent statutes, is to include buildings, unless a contrary intention appears. The Interpretation Act, 1889, contains no definition of buildings, market-gardens, or nurseries. The 9th section of the Act of 1896 clearly shows that land there cannot possibly mean or include buildings in the early part of the section, for the definition is that agricultural land means any land used as arable, meadow, or pasture-ground only. Market-gardens and nursery-grounds are, however, also declared to be agricultural land, and this is the enactment which gives rise to the difficulty with which we have to deal. The definition in section 9, however, must not be used to contradict other parts of the Act, or to introduce anomalies which the language of the enacting part of the statute does not justify. Market-gardens and nursery-grounds may or may not have buildings upon them. If they have not, no difficulty arises; but, if they have, then comes the question, How are those buildings to be rated? To answer this question we must look to the enacting clause, which is section 1. Here we have "agricultural land" used in connection with, and, as I think, plainly contrasted with, "buildings or other hereditaments." Similar language is used in sections 5 and 6. The express mention of buildings makes the whole statute perfectly clear to my mind, and removes the doubt caused by the

use of the words "market-garden and nursery-grounds" in section 9. The only conclusion at which I can arrive is that buildings are not to be treated as agricultural land for rating purposes under this Act of Parliament. The case of *Purser v. Worthing Local Board* (35 W. R. 682, 18 Q. B. D. 818) does not, in my opinion, assist the court in construing this Act of Parliament. That case merely shows that a market-garden *prima facie* includes the buildings upon it used for market-garden purposes. To urge that market-gardens and nursery-grounds do not cease to be so because they are more or less covered with glass-houses, is to urge what is quite true, but is beside the mark. The question is, How are such houses to be rated under the Act of Parliament? My answer is, if they are buildings they must be rated as such, and not as agricultural land. Mr. Salter, in his very able argument, suggested that [buildings used only for covering land which was cultivated under their protection ought to be distinguished from other buildings, and ought to be held to be agricultural land. I can find nothing to justify a distinction between one class of buildings and another for any such purpose as his argument requires. Section 5 speaks, no doubt, of buildings used only for the cultivation of land, but this clause in no way shows that such buildings, or any others, are to be rated as agricultural land. The case of *London and North-Western Railway v. Llandudno Improvement Commissioners* (45 W. R. 350; 1897, 1 Q. B. 287), turned on the construction of a provision in another Act of Parliament, and does not really assist me to arrive at the true interpretation of the statute with which we have to deal. In my opinion, the appeal must be allowed and the orders of the Queen's Bench Division and of the quarter sessions must be reversed.

RIGBY, L.J., delivered judgment to the same effect.

VAUGHAN WILLIAMS, L.J., dissented. He said: I am very sorry to differ from the other members of the court. The construction of the Act is very difficult. There is no construction which, in my judgment, does not lead to results which it is difficult to suppose that the Legislature contemplated. In such a case one must be guided by the words of the sections, and not by balancing the difficulties of the respective results one against the other. The question in the case is whether that part of the land occupied by a market-garden which is covered with glass-houses of the character stated in the case, comes within the exemption mentioned in section 1, sub-section 1, of the Agricultural Rates Act, 1896, so as to render the occupier liable to pay one-half only of the rate in the pound payable in respect of other hereditaments. I think that the land in question does fall within the exemption. I agree with Collins, L.J., that the cases of *Purser v. Worthing Local Board* and *London and North-Western Railway Co. v. Llandudno Commissioners* (ubi supra) show that *prima facie* this land covered with these glass-houses is part and parcel of the market-garden, and therefore is agricultural land, the occupier of which is entitled to the benefit of this exemption. The form and collocation of words used in the Act is not new as defining partial exemption in rating cases. It is to be found as early as the Public Health Act, 1848, and in the Public Health Act, 1875, and has uniformly received such a construction that the hereditaments catalogued in the definition have been held to include the building thereon whenever the buildings in question are part and parcel of the specified hereditaments. It remains to consider if there is anything in the tenor and details of this Act to lead to the conclusion that "market-garden" and the other collocated words ought to receive a different construction in this Act, so as to exclude from "agricultural land" the buildings on each hereditament, whatever their character. I see nothing in the tenor of the Act, or in its details, to lead to such a conclusion, and if it had been the intention of the Legislature, when employing this old precedent for the definition of hereditaments to be partially exempted from rates, to use the word in a new sense, and exclude from the exemption all land covered with buildings, it would have been very easy to do so; and this has not been done. I will now deal with the sections chiefly relied on in the arguments at the bar, as indicating an intention by the Legislature to use these words in this new sense. It is argued that in section 1, sub-section 1, of this Act, there is a manifest intention to contrast agricultural land with buildings—i.e., the buildings thereon. I think not. There is a contrast, but it is a contrast between agricultural land as defined and "buildings or other hereditaments"; a contrast, that is, between different classes of rateable hereditaments. The right inference from this contrast seems to me not to be that all buildings are to be excluded from agricultural land, but only such buildings as can by the existing law properly be dealt with for rating purposes as separate hereditaments. Next, it is argued that section 5 shows this intention to exclude all buildings from "agricultural land." I think not. It is a difficult section to construe, but it seems to me to be a section giving directions as to the separation in valuation lists and bases of county rates, &c., of agricultural land as a rateable hereditament from buildings and other rateable hereditaments. Now, what are the buildings which are to be separately valued according to these directions in clause (c)? Collins, L.J., thinks that they are buildings not part and parcel of the agricultural land—not part and parcel, that is, in the present case, of the market-garden—but used in connection with it, and no doubt such buildings, although not forming part of the market-garden or other agricultural land, might in rating law be described as a part of the hereditament consisting partly of agricultural land and partly of buildings, for there is no law which requires a separation of hereditaments according to the titles under which the occupier holds, or the use which the occupier makes of the parts; and unity of personal occupation and unity of parish is all that is necessary to constitute and determine the rating hereditament. If once you arrive at the conclusion that the definitions of agricultural land cover and include the buildings part and parcel thereof, it is not easy to avoid the conclusion that the buildings spoken of in this section must be some buildings other than those falling within the definition. One mode of avoiding this conclusion would be

to read the words "partly of agricultural land and partly of buildings," to mean partly of agricultural land uncovered with buildings, and partly of agricultural land covered by buildings, but this would be a somewhat violent construction, and in my opinion cannot be accepted as the true construction. Nor can I bring myself to think that if, apart from section 5, the definition of agricultural land, or of market-garden, ought to be construed as including the buildings erected on the land for the cultivation of it, one provision of section 5, which can be construed consistently with such construction, ought to make one reject it. Moreover, I do not think that to read clause (c) of section 5 as applying only to hereditaments not part and parcel of the agricultural land leads to any results inconsistent with the apparent intention of the Legislature, for, supposing some building to have been erected which, in addition to its use in assisting the cultivation of the agricultural land, would serve another purpose—e.g., which would serve as a residence for the farmer and his family, I do not think that there is anything in the cases which would necessitate or justify holding such a building to be part and parcel of the agricultural land, although it would clearly be part of the hereditament consisting partly of agricultural land and partly of buildings. It would, however, be, according to the general law of rating, a single hereditament, because occupied under one occupation by the same person or persons. On the other hand, a hay-barn in a meadow, or a cowshed, would be part and parcel of the agricultural land as serving for the cultivation thereof and nothing else. I understand the decision in the *Llandudno case* (*ubi supra*) to have been based on this principle. It is more reasonable to suppose that the Legislature intended such a result than to put a construction on the Act which necessitates treating a hay-barn or a cowshed as a rateable hereditament separate from the agricultural land. I think, therefore, that the conclusion of Collins, L.J., is right, and that section 5, clause (c), only applies to buildings outside the definition of agricultural land, and gives a qualified exemption to such buildings when used only for the cultivation of land, and that there is nothing in this section to prevent the definition of agricultural land being read in accordance with previous decisions. Section 6 only deals with returns to the Local Government Board, and seems to me to follow exactly the lines of section 5 and clause (c), and throws no further light on the construction of the definition clause. The only remaining section which throws any light on the matter is the 9th, which contains the definition. I have already dealt generally with the words of the definition and the judicial decisions thereon, so far as the old precedent has been followed, but some index to the meaning of the Legislature is to be gathered from the words of the definition itself, both those which appear in the old form and those which are supplementary to it. First, there is the word "only," which qualifies "arable, meadow, and pasture ground." If you treat the word "only" as intended to exclude buildings on such land from agricultural land as defined, and from the benefit of the exemption, then it would seem to follow that in the case of market-gardens, &c., buildings will not be excluded. But I do not think that the word "only" affects the question of the inclusion or exclusion of buildings from the definition. "Only" is meant to cover and exclude that class of cases in which the land, although used as arable, meadow, or pasture ground, might be used for some other ultimate purpose, and does not, in my judgment, cover the use of arable, meadow, or pasture ground, as the stables in which horses or cows shall stand, or a hay-barn in which the hay shall be stored; such user being merely a means to the user of the arable, meadow, or pasture ground as such. As to the words "but does not include land occupied together with a house as a park, gardens, other than as aforesaid," I think "other than as aforesaid" means other than market-gardens and cottage-gardens, and it might be argued that the definition of agricultural land does not include land occupied together with a house as cottage-gardens or market-gardens. If this is so it is difficult to suppose that the Act meant land occupied together with a house as arable, meadow, or pasture ground not to fall within the definition of agricultural land. The conclusion at which I have arrived on the question raised by the case is that such land does come within the exemption, because these buildings are part and parcel of the market-garden, which by the terms of the definition is agricultural land, and are buildings used for the purpose of cultivation of the agricultural land and for no other purpose. I think judgment should be for the respondents, and that the appeal should be dismissed. — COUNSEL, *Sir Richard Webster, A.G., S. H. Day, and Trevor; Joseph Walton, Q.C., and Clavell Salter.* SOLICITORS, *Solicitor of Inland Revenue; Ravenscroft, Woodward, & Hills, for Melvill Green & Charles, Worthing.*

[Reported by R. C. MACKENZIE, Barrister-at-Law.]

THE SOUTH HETTON COAL CO. (LIM.) v. THE HASWELL, SHOTTON, & EASINGTON COAL AND COKE CO. (LIM.). No. 2. 9th March.

PRACTICE—REASONABLE CAUSE OF ACTION—R. S. C. ORD. XXV., R. 4—STRIKING OUT STATEMENT OF CLAIM.

This was an appeal by the plaintiff company from a decision of North, J. (reported *ante*, p. 233). The action was brought for specific performance of an alleged contract by the defendant company (which was in liquidation) by its liquidator, Mr. Holmes, for the sale of the Easington and Undersea royalties. The defendant company was also lessee of the Pespool royalties. The defendants were the company, the liquidator, and Mr. Barwick, a rival purchaser. The liquidator was in negotiation both with the plaintiff company and Mr. Barwick, and proposed that sealed tenders should be sent in to be opened in the presence of the chairman and directors of the defendant company; his letter concluded: "And the highest net tender I receive (all other things being equal and satisfactory), that tender I will at once accept." Mr. Barwick's tender was as follows: "I hereby offer you the sum of £31,000 for the company's

interest in the Easington and Undersea royalties, and in addition I agree to indemnify you and the company against all claims and liabilities under the Pespool lease, taking an assignment of the same as from May, 1896, and repaying the £1,000 already paid by the Messrs. Lamb." The tender by the plaintiffs' agents was, "Referring to previous negotiations, we, on behalf of the South Hetton Co., offer for these royalties such a sum as will exceed by £200 the amount to-day offered for them by the other intending purchaser, coupled with a transfer of the Pespool lease, if the other offer be on that footing." The liquidator accepted Mr. Barwick's offer. The plaintiff company thereupon brought this action on the ground that they had made the highest money tender, and claimed specific performance of their alleged contract, an injunction to restrain the completion of the contract with Mr. Barwick, and damages. North, J., on motion by the two defendants to strike out the plaintiffs' statement of claim on the ground that it showed no reasonable cause of action, came to the conclusion that the plaintiffs' offer, even if it could be considered a valid tender, did not fulfil the condition, "all other things being equal and satisfactory," and accordingly struck out the statement of claim and dismissed the action. The plaintiff company appealed.

THE COURT (LINDLEY, M.R., and RIGBY and VAUGHAN WILLIAMS, L.JJ.) dismissed the appeal.

LINDLEY, M.R.—If this is looked at as a suit for specific performance, I confess I am startled; it is grotesque; merely as an action for damages there is more in it. Both the plaintiff company and Mr. Barwick wanted to get the property and made offers for it. Mr. Barwick made a further offer to Mr. Holmes, the liquidator, and the liquidator asked for sealed tenders for the purchase of the Easington and Undersea royalties. Assume that he would accept the highest money tender in accordance with his letter: "And the highest net money tender I receive (all other things being equal and satisfactory), that tender I will at once accept." I do not gather that it was any part of the bargain that anybody else should tender. Barwick sent in a tender in the following words. [His lordship read the letters both of Mr. Barwick and of the plaintiff company, and continued:] I have not the slightest doubt that if the liquidator chose to accept the offer of the plaintiffs it was open to him to do so, and the plaintiffs would have been bound by it. But we have to consider whether he was bound to accept it; does it fairly answer the description of the liquidator, the "highest net money tender"? Whether it was a tender at all depends upon whether there was any other tender at all. The plaintiff's offer was illusory, and did not answer the conditions stated when tenders were asked for. It was not the "highest money tender" either in a business sense or in a legal sense. I confess that to my mind if we upheld the plaintiffs' contention we should be encouraging trickery and establish a very bad precedent. We should be opening the door to the grossest fraud both on vendors and on purchasers. Another ground of complaint is that the liquidator was bound to accept the highest net money tender if other things were equal and satisfactory. This letter is, to say the least of it, extremely ambiguous; it may mean, and I am not sure that it does not mean, an offer of £200 more than any other tender coupled with a transfer of the Pespool lease as from the day of transfer, and not from May, 1896. Further, I am not sure that the previous negotiations can be brought in. The result is that the appeal must be dismissed with costs.

RIGBY, L.J.—I am of the same opinion. It is reasonably clear that the plaintiff company were not renewing their offer; but they intended to get rid of their offer to take a transfer of the Pespool lease if their competitor did not also offer to take a transfer. It is impossible to say, in the face of those ambiguous words, that they meant to say, "If anything is said about it, we will take a transfer as from the day previously mentioned in our negotiations."

VAUGHAN WILLIAMS, L.J.—I agree, and have nothing to add. Appeal dismissed. — COUNSEL, *Swinfen Eady, Q.C., and O. Leigh Clare; Coates-Hartley, Q.C., Vernon Smith, Q.C., and Micklem; Younger.* SOLICITORS, *Crossman, Prichard, Crossman, & Block, for Dees & Thompson, Newcastle-on-Tyne; Botterell & Roche; E. Flux & Leadbitter, for Ryoti & Swan, Newcastle-on-Tyne.*

[Reported by W. SHALCROSS GODDARD, Barrister-at-Law.]

High Court—Queen's Bench Division.

KNIGHT v. NORTH METROPOLITAN TRAMWAYS CO. Bruce, J.
12th March.

MASTER AND SERVANT—PRINCIPAL AND AGENT—RESPONSIBILITY OF TRAMWAY COMPANY FOR ACTS OF CONDUCTOR.

Action for false imprisonment and malicious prosecution tried before Bruce, J., and a jury. The following statement of the facts is taken from the judgment: The plaintiff, who was travelling with his wife on one of the defendant company's trams, tendered a sixpenny piece to the conductor in payment of the fare for himself and his wife; he received in exchange two tickets and 4d. change. Shortly after, the conductor alleged that the sixpenny piece was a counterfeit, and he asked the plaintiff for another. The plaintiff said, "The sixpenny piece is a good one," and refused to give the conductor another. Shortly after the tram arrived at the place where the plaintiff's journey ended, and the plaintiff and his wife got out. There was a police-constable at the spot, and the conductor gave the plaintiff in charge for passing a counterfeit coin. A person wearing the uniform of the defendant company, who was identified by the police-constable as an inspector of the company, came up at that time. The conductor spoke to him, and the inspector said to the conductor, "Give me your badge and satchel, and take him down to the station and charge him." The plaintiff was then taken to the nearest

police-station by the constable, accompanied by the conductor, and the inspector took the place of the conductor on the tram. At the police-station the conductor signed the charge-sheet. The plaintiff was admitted to bail about 2 a.m. on the 8th of April. The plaintiff appeared in court to answer to the charge the same day, and, after the conductor and the constable had given evidence, the magistrate dismissed the case. In point of fact the sixpenny piece was genuine. During the hearing at the police-court an inspector of the company—not the inspector who was present when the plaintiff was given into custody—was present, but took no part in the proceedings. The jury found that the conductor had the authority of the defendants to act as he did, and that the defendants ratified his acts, and they found a verdict for the plaintiff. On these findings judgment was reserved.

BRUCE, J., in the course of a considered judgment, said: I have felt considerable doubt about this case, and after consideration I have come to the conclusion that I should enter judgment for the defendants. I did not think it right to stop the case at the time, because I thought it better that any facts that either party wished to be submitted to the jury should be found by them, and that the jury should assess the damages, so that in any case the expense of a new trial might be avoided. The only questions that I was asked to submit to the jury beyond the amount of damages, related to the authority of the conductor to act on behalf of the defendant company in the manner in which he acted, and to the question whether the defendant company ratified his acts. Both these questions the jury answered in favour of the plaintiff, so that the question now to be considered is whether there was any evidence to show that the conductor acted within the scope of his authority express or implied, or to show that the defendant company ratified his proceedings. The first question that arises is whether there is any evidence that the conductor was acting within the scope of his authority as the defendants' servant. It was not suggested that he had any express authority to give into custody persons who might be suspected of passing counterfeit money. This case does not resemble the numerous class of cases, of which *Goff v. Great Northern Railway Co.* (3 E. & E. 672) is an example, in which persons have been given into custody by the officials of railway companies for travelling on a railway without having paid the fare and with intent to defraud. In those cases power is given by statute, 8 & 9 Vict. c. 20, ss. 103 and 104, to all officers and servants on behalf of the company to apprehend such persons. In cases of that class it has been held that where some servant of the company has authority to do a particular act, which, if done at all, must be done immediately, a servant on the spot, in the absence of any superior servant to whom he can refer, may be considered as clothed with implied authority to act on the emergency. In the present case there is nothing to show that any officer of the company had under any circumstances authority from the company to give passengers into custody for passing counterfeit coins. The case of *Charleston v. The London Tramways Co. (Limited)* (4 T. L. R. 629) seems to be conclusive on this point. Had the charge against the plaintiff been that he had attempted to avoid payment of his fare or any charge of a like nature within the 51st section of the Tramways Act, 1870, a very different question would have arisen, and the case would then have come within the principle of *Goff v. The Great Northern Railway Co.*: see also *Rayson v. Smith London Tramways Co.* (1893, 2 Q. B. 304). The ground upon which counsel for the plaintiff contended that the conductor had implied authority was founded upon the direction of Blackburn, J., in *Allen v. London and South-Western Railway Co.* (L. R. 6 Q. B. 65). That learned judge stated that a servant who had the charge and custody of his master's property may be fairly said to have implied authority to do all acts which are necessary for the protection of the property entrusted to him. He adds: "I am inclined to think that if a man in charge of a till were to find that a person was attempting to rob it, and he could not prevent him from stealing the property otherwise than by taking him into custody, the person in charge of the till might have an implied authority to arrest the offender; or if the clerk had reason to believe that the money had been actually stolen and he could get it back by taking the thief into custody, and he took him into custody with a view of recovering the property taken away, it might be that that also might be within the authority of a person in charge of a till. I am not, however, prepared to pronounce a decided opinion on these supposed cases." The learned judge does not pronounce a decided opinion. It is possible that if the matter ever comes up for decision it may be found that it is not enough to confer authority upon the servant to arrest that he should believe that his master's property is in danger. It may be found that it is necessary that the property should be actually in danger: see *Edwards v. The London and North-Western Railway Co.* (L. R. 5 C. P. 445). But I do not need to consider this distinction for the purposes of this case. I take the words of Blackburn, J., in the fullest sense, and it does not appear to me that there is evidence to bring the present case within the lines laid down by him. I cannot see that the acts of the conductor can be said to have been done with the view of recovering the property of the company, or that there was any evidence from which the jury could properly infer that the acts were done with any such view. That the acts were done by the conductor to make an example of the plaintiff, and in that sense indirectly to protect the company's property, I do not doubt, but to admit such a state of things as affording any evidence of an implied authority on the part of a servant to give a person into custody would be to go far beyond the principles laid down. It would be to affirm the principle that every servant who is entrusted with the property of his master has an implied authority to put the law in motion with reference to any offence that may be committed with reference to the property. As to the second question, whether there had been any ratification on behalf of the company, there is evidence that the inspector who was on the spot when the plaintiff was given into custody ratified

the act of the conductor. But there is no evidence that the inspector had any authority to act on behalf of the company in sanctioning the act of the conductor. There is no evidence of express authority, and the case as to his implied authority is not so strong as that as to the implied authority of the conductor. It is said that the fact that the conductor appeared at the police-court is evidence that the company must have given him leave of absence, but there is nothing to show that he obtained leave from any officer with authority to sanction the prosecution. It must constantly happen that the conductors obtain leave of absence, but it would be going beyond reasonable inference to assume that an officer who had authority to grant leave of absence had authority to sanction a prosecution. An inspector of the company was present at the police-court, but took no part in the proceedings. I do not think his presence was a ratification by him of the proceedings, but, even if it were, there is no evidence that his presence was by the authority of an officer who had the authority of the company to ratify the proceedings. There must, therefore, be judgment for the defendants.—COUNSEL, *Rugg, Q.C.*, and *Norman Craig; Kemp, Q.C., C. W. Mathews, and F. Richardson*. SOLICITORS, *C. V. Young & Windsor; H. C. Godfrey*.

[Reported by T. R. C. DILL, Barrister-at-Law.]

REG. v. COCKSHOTT AND OTHERS. Ex parte RICKERBY. Div. Court. 3rd March.

JUSTICES—PETTY SESSIONS—RIGHT TO TRIAL BY JURY—SUMMARY JURISDICTION ACT, 1879 (42 & 43 VICT. c. 49), s. 17 (2).

In this case the justices of the borough of Southport shewed cause against a rule for a *certiorari* to bring up a conviction to be quashed. Rickerby was summoned under section 3 of the Betting-Houses Act, 1853 (16 & 17 Vict. c. 119), for keeping a shop as a betting-house. The punishment for that offence is a fine not exceeding £100, and in default of payment of the fine or in the first instance, if the justices should think fit, imprisonment with hard labour for six months. The summons came on for hearing on the 5th of November. At the instance of defendants' counsel it was adjourned till the 6th of November. When the case came on the town clerk stated the charge against the defendant and was about to ask him whether he desired to be tried by a jury in accordance with section 17 (2) of the Summary Jurisdiction Act, 1879 (42 & 43 Vict. c. 49), but at that moment, as was clear to everyone in court, negotiations were going on between the prosecutor and the defendant's solicitor, and the town clerk abstained from asking the question. The defendant's solicitor then stated that his client would plead guilty but he desired nevertheless that the case should be opened fully. The facts were then stated fully by the prosecuting solicitor, after which the defendant's solicitor said that the case was overwhelming, and he had advised his client to plead guilty. The justices imposed a fine of £50 and costs. Neither the defendant nor his solicitor were aware that he was entitled to be tried by a jury. Section 17 of the Summary Jurisdiction Act, 1879, provides that a person charged before a court of summary jurisdiction with an offence in respect of the commission of which the offender is liable, on summary conviction, to be imprisoned with hard labour for a term exceeding three months, may, before the charge is gone into, claim to be tried by a jury. Sub-section 2 is as follows: "A court of summary jurisdiction, before the charge is gone into in respect of an offence to which this section applies, for the purpose of informing the defendant of his right to be tried by a jury in pursuance of this section, shall address him to the following effect: 'You are charged with an offence in respect of the commission of which you are entitled, if you desire it, instead of being dealt with summarily, to be tried by a jury; do you desire to be tried by a jury.'" The defendant obtained the rule nisi on the ground that the caution required by section 17 had not been given to the defendant, and that it did not appear upon the conviction that the caution had been given. On behalf of the justices it was contended that the defendant was only entitled to receive the caution after a plea of "not guilty," but that here the defendant had announced his intention of pleading guilty.

THE COURT (WRIGHT AND DARLING, JJ.) made the rule absolute. They said that since the offence was not an indictable one it was not necessary in the conviction to state that the caution had been given, but it was essential that the caution should in fact be given before the charge was gone into. Unless the defendant had the knowledge of his rights before the charge was gone into the privilege given to him was of no use to him. It was intended by the Legislature that the defendant should be aware of his option to be tried by a jury before anything was done. The caution ought to be given before the defendant pleaded. Protection was even more necessary at that stage than later; for it might happen that the defendant, having no confidence in the bench, pleaded guilty in the hopes of thereby securing a lighter sentence, and yet if he had known that he had the right to be tried by a jury he would have availed himself of it. There could be no waiver of the right to be cautioned, as was suggested by counsel, because there was no knowledge of it. It was doubtful whether there could be any waiver at all.—COUNSEL, *Danckwerts; Randolph*. SOLICITORS, *Rouchiffes, Rawle, & Co.; Pritchard, Englefield, & Co., for Brighouse, Brighouse, & Jones, Southport*.

[Reported by C. G. WILBRAHAM, Barrister-at-Law.]

Bankruptcy Cases.

Re LAURIE, Ex parte GREEN. Wright, J. 14th March.

BANKRUPTCY—PRACTICE—FRAUDULENT PREFERENCE—ONUS OF PROOF—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52), s. 48.

Motion by the trustee in the bankruptcy for a declaration that a pay-

ment by the bankrupt to his wife was void against the trustee as a fraudulent preference. The respondent was not represented by counsel. Counsel for the trustee, having proved the insolvency of the debtor at the date of the payment, submitted that the *onus* of proof there shifted to the respondent, and that it was for her to prove that the payment was not made with a view to prefer. He cited the dictum of Vaughan Williams, J., in *Re Eaton, Ex parte Vinay* (1897, 2 Q. B. 16, 45 W. R. Dig. 12).

WRIGHT, J., held that the *onus* of proving the payment to have been made with a view to prefer was still upon the trustee. The dictum cited was only an isolated dictum, and was inconsistent with the judgment of Cotton, L.J., in *Ex parte Lancaster, Re Marden* (32 W. R. 483, 35 Ch. D. 311), where he held that it was for the trustee to make out that what was done by the debtor was done with a view of giving a preference.—COUNSEL, A. READ. SOLICITORS, Plunkett & Leader.

[Reported by F. M. FRANCE, Barrister-at-Law.]

LAW SOCIETIES.

SOLICITORS' MANAGING CLERKS' ASSOCIATION.

ANNUAL DINNER.

The fifth annual festival of the Solicitors' Managing Clerks' Association was held at the Holborn Restaurant on Thursday, the 10th inst., the chair being taken by the President, Mr. MAURICE KELLEHER. Among those present were Lord Justice Vaughan Williams, Master T. H. Fischer, Q.C., Mr. F. O. Crump, Q.C., Mr. T. W. Wheeler, Q.C., Mr. J. G. Witt, Q.C., Mr. J. M. Astbury, Q.C., Dr. J. A. Rentoul, Q.C., M.P., Mr. W. H. Upjohn, Q.C., Mr. Bargevine Deane, Q.C., Sir Granville Temple, Mr. C. Ashworth James, Mr. D. Stewart-Smith, Mr. J. Austen-Cartmell, Mr. T. R. Haslam, Mr. Rowland Beever, and Mr. H. W. Lawrence.

After the loyal toasts,

Lord Justice VAUGHAN WILLIAMS proposed the health of "The Association." It was a great pleasure to him to propose the toast and to do anything he could to honour the law. He was quite sure that they all took a pride in the administration of the English law, which was not only the admiration of the country but of the whole civilized world. He did not believe that any number of well-devised statutes or skilfully-worded announcements of the eternal principles of justice of which some of our neighbours were so fond of talking would have achieved the results which had been achieved by the English law if it had not been for the *esprit de corps*, and the great body of tradition which existed among every section of the profession. The objects of the association, as appeared by the rules, were to advance the assistance of solicitors' managing clerks by the interchange of opinions upon questions of importance to the legal profession, and to promote their union socially and professionally by lectures, discussions, and otherwise as the council might deem expedient. In any profession that had to deal with the confidential sort of interests with which lawyers had to deal, it was perfectly impossible for it to carry on its duty to society unless its members felt that they might safely confide in each other's honour. He believed it was the existence of such associations as this which enabled the profession to maintain the *esprit de corps* and body of tradition which was really essential if its members were to have confidence in each other, and it was to be found in every branch of the profession. He regretted that at the present moment there was not an association of judges to carry out among the judges the sort of object which was stated in the rules of the association. But although that was the case it had been recognised in times past that there was a place amongst judges for such an association, so far as the common law judges were concerned, although it was an accident of history that each judge had to be a member of Serjeants'-Inn previous to his promotion to the bench. But the judges were not content with that association, and they formed, if not in name at all events in practice, an association within that association of Serjeants'-Inn. Serjeants'-Inn covered in many respects the same objects as did the association in that it was largely used for the promotion of that sort of feeling amongst the serjeants which the association desired to promote amongst managing clerks. And the practice of the common law judges used to be to dine together so many times a year at the Old Hall in Serjeants'-Inn, and at these meetings they used to discuss matters that were interesting to them collectively and to interchange opinions upon subjects of importance to the judicial bench. Serjeants'-Inn had gone, and he thought the meetings of the judges, so far as they did meet as benchers of the Inns of Court and at the council of judges under the Judicature Act, were very sorry substitutes for such an association as the common law judges used to have. He hoped the time would come when the judges would once a year dine together and exchange opinions upon subjects which were interesting to them. But this desire of association made itself apparent in almost every section of the legal profession. Could it be doubted that to a large extent the Inns of Court performed, and were intended to perform, the same sort of services to the bar which the association performed amongst managing clerks. Bar messes had the same, amongst other, objects. In each of these it was intended to promote that mutual confidence and trust in the honour of each other, and that guidance as to what one should do in difficult cases which the association had in view. The Incorporated Law Society performed for solicitors the functions which the Inns of Court performed for the bar. There were other associations such as that of the county court judges, and in days gone by there was a Club of Special Pleaders. They all set before them the promotion of that sort of bond which should unite the members of the profession together, and he could not imagine any branch of the profession which would derive more

advantage from such an association than the solicitors' managing clerks. The duties of solicitors were most responsible, but it could not be thought that his business would be conducted by the solicitor alone, and when one spoke of the graver responsibilities of solicitors, and of the confidential duties they had to perform, the same proposition was absolutely true of the managing clerks, who, under their principals, had to perform those duties. It was, of course, of the utmost importance in the performing of the duties of a solicitor that the solicitor or his managing clerk should be able to conduct it so that he could feel that he could deal with his opponent with full confidence in his honour and integrity. This sort of mutual trust could not exist unless there was some bond which held together the various gentlemen so engaged, and he regarded the association not only as of great benefit to its members, but as a great benefit to society, because it made it possible for the business of the law to be conducted in such a way as to be a real benefit to those who were engaged in it. There were people who talked of having to have recourse to one's lawyer as if it were a great misfortune. They might just as well speak in the same way of having recourse to their doctor when they were ill. He had the same sort of opinion of a man who had complicated business matters to deal with, and who insisted upon being his own lawyer, as he had of a man who was ill and who looked in the columns of the daily newspaper to see what pill would cure him. He was about as likely to do good to himself in one case as in the other. They did not want quacks in either profession to conduct the business of the citizens of this country. All lawyers liked to see plenty of business about. Did they not see that the judges did not like the litigation of the country to be disposed of elsewhere than in court? And that feeling ran through every section of the profession. It was said that this meant that they wanted people to quarrel. That was an absurd proposition, because people would quarrel whether there were lawyers or whether there were not. People had diseases whether there were doctors or whether there were not. What they wanted was not that there should be more quarrels or more diseases, but that those who wanted relief, those who were ill either in body or estate, should go to the proper quarter, so that what they required to be done should be done in the best way for them. What the whole profession wanted was that the business should be conducted speedily, honourably, and economically. That which was true of the penny stamp and of the carrying of letters was equally true of the law and legal business, and where there was an association of gentlemen like this they would not tolerate among themselves that the expenses of legal business should be unnecessarily increased. It must be recollected that lawyers had all a body of prejudice to fight against to a large extent, although this was, he believed, very much dying out. He believed that whatever section of the profession it might be the uniting of it: members together by bonds of this sort promoted confidence in one another, and promoted a good body of tradition, in that way doing a service to the community at large, and to the legal profession, and especially to that section of it to which the members of the association belonged.

The CHAIRMAN responded. He spoke of the flourishing condition of the association both as to membership and funds, though he thought that as there were 800 or 900 managing clerks in London a membership of a third of that number was not so large as it ought to be. The association had a library of some 500 volumes, and during the past few months lectures had been delivered by members of the profession which had been of the greatest value.

Mr. W. BRIGGS, proposed the toast of "The Legal Profession."

Mr. F. O. CRUMP, Q.C., returned thanks. Referring to the observations of Lord Justice Vaughan Williams as to the desire of the judges that litigation should be decided in the courts, he asserted that the bench and the courts were not numerous enough. The citizens did not desire that their disputes should be heard before arbitrators. The profession was of opinion that the bench was not sufficiently numerous, and that the courts were not open in sufficient number to dispose of the accumulation of work, and Lord Justice Vaughan Williams would be doing a great service if he were to urge upon his brother judges to make a representation to the higher authorities with regard to the matter.

Mr. T. R. HASLAM, responding for the solicitor branch of the profession, said he had taken very great interest in the association because he believed that, conducted in the admirable way in which it had been, it was bound to do the very greatest service for those on whose behalf it was instituted. Solicitors who had watched its progress were keenly desirous that the association should go on and prosper, because they believed that the best interests of its members were theirs, as their's were the best interests of its members. Indeed, he did not know of any profession or business of which it could be more truly said that co-operation in the fullest sense of the word was so essential an element of success as in the office and practice of the solicitor. On the one hand, the solicitor recognised that without capable and industrious managers his business and that of his clients must necessarily and immediately be in danger, and that it was his duty, therefore, to do all that lay in his power to encourage those around him who were struggling late and early for the advancement of that business. On the other hand, the managing clerk knew that just as he was successful in carrying out the business entrusted to his care so he was promoting the success of the solicitor, and he was entitled to expect that he should participate in that success.

Mr. T. C. TUNSTALL submitted the toast "Our Guests," Master FISHER and Dr. RENTOUL, Q.C., M.P., returning thanks; and the remaining toasts were: "The Officers," proposed by Mr. J. W. HOBBS, Mr. A. TURNER (secretary) and Mr. W. J. SMART (treasurer) responding, and "The Chairman," given by Mr. J. M. ASTBURY, Q.C., the PRESIDENT returning thanks.

THE SELDEN SOCIETY.

The following is the report of this society for the year 1897:

1. The society still shows a slight increase in the number of its members, which was 265 for 1897, as compared with 256 for 1896.

2. Volume XI. of the publications, forming a second volume of "Select Pleas in the Court of Admiralty," was edited by Mr. Reginald G. Marsden, and published in May as the volume for 1897. Volume XII., for 1898, will be a volume on the Court of Requests, by Mr. I. S. Leadam. This is already in the press, and will be published in the course of the summer. Volume XIII., for 1899, will be a volume of "Select Pleas of the Forests," by Mr. G. J. Turner. The preparation of this volume is in an advanced stage, and it is believed that it will shortly be ready for press.

3. The council have further considered the proposal to reprint the year-books of the reign of Edward II., which was left in their hands after the discussion at the annual meeting of last year, upon the understanding that the undertaking, if practicable, would be acceptable to the members of the society. Negotiations are still pending which prevent any definite announcement at present of the result. But the council hope that the task will be definitely commenced by the year 1900 or 1901, either by this society alone or by it in conjunction with another public body. In the latter event it will be possible to carry the publication through in a shorter period than if the work be undertaken by the society alone.

4. Under the rules the following members of the council retire by rotation—namely: Mr. Scargill-Bird, Mr. Justice Stirling, Mr. Westlake, Q.C., Judge Meadows White, Mr. Justice Wills.

Mr. Westlake, Q.C., desires to be excused from serving again, on account of his frequent absence from London. Mr. Chadwyck Healey, Q.C., has been nominated under rule 7; and the Council have adopted his nomination in the place of Mr. Westlake, and have re-nominated the other four retiring members, who are willing to serve again.

5. The period of Lord Herschell's office as president has expired. The council have nominated in his place the Master of the Rolls, who has kindly consented to accept the office. The council desire to record their gratitude to Lord Herschell for accepting the presidency of the society in a time of difficulty, which has happily passed away.

6. The election of the Master of the Rolls to the office of president creates a casual vacancy in the office of vice-president, the filling of which falls to the council under rule 8. The council have selected Sir Frederick Pollock for this office in the place of the Master of the Rolls. This appointment in its turn creates a casual vacancy in the council, which has also been filled under rule 8, by the selection of Mr. C. I. Elton, Q.C., in the place of Sir Frederick Pollock.

7. An abstract of the accounts, with the report of the auditors, is annexed. NATHANIEL LINDLEY, vice-president.

THE HEREFORDSHIRE INCORPORATED LAW SOCIETY.

The annual general meeting of this society was held on Thursday, the 15th of February, when there were present: Mr. E. H. Cheese (president), Mr. Joseph Carless (vice-president), Messrs. H. C. Beddoe, C. B. Beddoe, W. J. Humphrys, J. Gwynne James, F. R. James, J. Lambe, E. L. Wallis, J. F. Symonds, R. H. Symonds-Taylor, T. G. Chance, and J. R. Symonds (hon. sec.).

The minutes of the last general meeting were read, confirmed, and signed.

The report of the committee for the past year was received and adopted.

The following recommendation of the committee in reference to the resolution of the last general meeting requesting them to report as to some better way of effecting some change in the constitution of the committee each year was adopted: "That at least two members shall retire from the committee each year and their places be filled by other members, and in the absence of other vacancies the Hereford member and the member from outside Hereford who have respectively attended the least number of meetings shall be those to retire."

It was resolved, on the motion of Mr. Gwynne James, seconded by Mr. J. F. Symonds, that Mr. Joseph Carless be elected president for the ensuing year.

It was resolved, on the motion of Mr. H. C. Beddoe, seconded by Mr. Humphrys, that a cordial vote of thanks be accorded to Mr. Cheese for his services as president during the past year.

It was resolved, on the motion of Mr. J. Lambe, seconded by Mr. E. L. Wallis, that Mr. William Masfield be elected vice-president for the ensuing year.

It was resolved, on the motion of Mr. Cheese, seconded by Mr. Carless, that Mr. J. R. Symonds be re-elected hon. sec. and hon. treasurer for the ensuing year.

The following were elected as the committee: Messrs. H. C. Beddoe, Humphrys, J. Gwynne James, Llanwarne, Lambe, Wallis, C. D. Andrews, Cheese, and Lilley.

The following are extracts from the report of the committee:

Members.—The number of members is now fifty-four. Four new members were elected at the annual meeting; one has resigned; and the committee have with regret to record the death of Mr. G. H. Piper, one of the oldest practitioners in this district, who was president of the society in the year of its incorporation.

Land transfer.—The committee await with some interest the result of the first experiment in compulsory registration under the Act passed last

session, but at present it seems rather a matter of doubt whether or not the adoption of the Act will be vetoed by the County Council of London, which has been selected as the first compulsory area. The committee adhere to the opinion that compulsory registration will add to instead of decrease the cost of transfer of land.

County Court Rules.—The committee, in conjunction with most of the other law societies, protested against the Draft Rules issued in March last, which were felt to unduly interfere with the right of a plaintiff to sue in the court of the district where the cause of action arose. The Draft Rules were withdrawn and others substituted, which appear to the committee to be free from objection, but they made some minor suggestions thereon to the Council of the I.L.S.

Appointment of a deputy-coroner.—The committee have been called upon to deal with a somewhat painful matter in which they felt it their duty to enter an emphatic protest against the appointment by a coroner, a member of the society, of his own clerk, unadmitted, as deputy-coroner. The facts have already been laid before the members and also submitted to the Council of the I.L.S., who, after referring the matter to a special committee, have thoroughly indorsed the action of this committee in protesting against the appointment. The coroner tendered his resignation as a member of the society, which was at once accepted by the committee.

THE INCORPORATED LAW SOCIETY FOR CARDIFF AND DISTRICT.

The following are extracts from the report of the committee:—

Members.—The number of members for the year 1897 was 109, as against 107 in 1896, and there were 9 subscribers to the Library.

Accommodation for Society in New Town Hall.—The society met twice in last year, namely, on the 21st January and the 27th July, and at the last-named meeting it was resolved that the requirements of your society for increased accommodation in the New Town Hall at Cardiff should be again brought before the Cardiff Corporation, and that your committee should confer with the members of the legal profession, who were also members of the Corporation, with a view to induce them to assist in urging on the Corporation and their officials the before-mentioned requirements. In consequence of this resolution, the secretary called the attention of Messrs. George David, Henry White, C. A. J. Ward, and Lewis Morgan (who were members of the Town Council) to the efforts which this society had from time to time made to obtain suitable accommodation in the new Town Hall for the due administration of justice, and the secretary handed to each of these gentlemen a list of requirements which your society has all along considered is necessary for the above purpose. Mr. David and Mr. White accordingly urged upon the Town Hall Committee to grant the full accommodation which this society believes to be requisite, and these gentlemen informed the secretary that the Town Hall Committee had acceded to very nearly all the requirements made. The secretary has lately inspected some of the plans exhibited at the Town Hall for the new Municipal Buildings and Law Courts, and he found there that provision of one large room was made for the Society's Library. It has always been the desire of your committee to obtain two rooms for the purposes of the Library, and your committee yet hope that that accommodation will be afforded to the society.

Office for Stamping Deeds.—It is with much satisfaction that your Committee have to announce that, upon their urgent application, the Commissioners of Inland Revenue have promised to erect the necessary machinery for the purpose of stamping deeds in Cardiff, when the new Inland Revenue Offices have been built. This will be a saving of much time, and be a great convenience, not only to the local practitioner, but also to his clients. It is only right that the committee should acknowledge the services which Mr. Maclean, M.P., has rendered to the society on this subject.

EQUITY AND LAW LIFE ASSURANCE SOCIETY.

The annual general meeting of the Equity and Law Life Assurance Society was held on Tuesday at the Society's House, 18, Lincoln's-inn-fields, Mr. J. M. CLABON (the chairman) presiding.

The report stated that the new sums assured under 522 policies during the year had amounted to £489,369, of which £63,521 were re-assured, and £130 deferred annuity. The new premiums were £25,196 12s. 1d., and the re-assurance premiums £1,774 17s. 10d., leaving net new premiums of £23,421 14s. 3d. The gross amount of assurances in force at the end of the year was £9,068,191 7s., of which £1,061,521 were re-assured; and the net premium income was £282,125 19s. 9d., as against £274,307 14s. 3d. in the preceding account, showing the satisfactory increase of £7,818 5s. 6d. The amount received for interest and dividends was £95,848 18s., while the reversions yielded a profit of £11,433 7s. 9d. In order to take up new investments of a desirable character, it had been found necessary to realise some convertible securities, and these had yielded a profit of £30,750 7s. 7d. over the price at which they stood in the books. As consideration money for annuities £1,290 8s. had been received; and minor receipts had yielded £553 15s. 6d. The claims by death under seventy-three policies had amounted to £181,432 11s., and eight endowment assurances matured for £5,954 6s. These sums included bonus additions of £50,936 17s. The society's payments were lessened by claims by death under re-assurance policies with bonuses for £18,750 3s. 6d. In both number and amount the claims were considerably below the expectation. The net amounts were less by upwards of £86,000 than in the preceding account. The with-profit policies, which became claims by death, on some of which bonus had been surrendered during the lifetime of the assured, and were increased by upwards of 40 per cent.; while on those on which the bonus had been left till death the increase was more than 56 per cent.

The deaths of ten annuitants were announced during the year, causing the termination of annuities of £1,541 2s. 4d. The funds were increased during the year by £193,211 2s. 9d., which is a larger sum than has ever before been added in one year. They now amount to £3,206,606 4s. 5d. Excluding reversions, outstanding premiums and interest, and cash at bank, the funds were invested to produce an average rate of £3 14s. 8d. per cent., as compared with £3 15s. 2d. in the preceding account.

Mr. A. F. BURRIDGE (actuary and secretary) having read the notice convening the meeting,

The CHAIRMAN moved the adoption of the report and accounts. Before proceeding to deal with it he referred in sympathetic terms to the death of the late Lord Justice Kay, who, he said, became a director about twenty years since. With regard to the report, the society had had another prosperous year, and were £193,000 better off than they were at the beginning of the year. Various reasons accounted for that. In the first place the claims were very much less than they naturally would be in the expectation, and in the next place, with the desire of increasing the interest, the board had sold some of the securities in order to put the amount out on mortgage, and in so doing had gained £30,000, owing to their having risen in price. That was a double gain as it were, because the deaths being less than the expectation the society were still receiving the premiums, and again they were putting off the payments, and thus this was an item of very great advantage. He was a very old director; he believed he was the oldest member of the society except Mr. George Rooper; but when he joined the society nearly fifty years ago the reserve stood at £130,000. In 1872 it first rose to £1,000,000. In 1884 it reached £2,000,000, in 1896 it was about £3,000,000, and now it had reached £3,200,000, an ample fund to meet all their liabilities from whatever source. The board had been very careful to keep on the side of safety with regard to the securities, but their investments produced £3 14s. 8d. per cent. There was a variety of practice in offices. Some offices brought their reversions into account, and so got to a rate of 4 per cent. or thereabouts, and this society might act in the same way; but it so happened, according to the constitution, that they only valued their reversions at the quinquennial period, and so they lost the benefit of them in calculating the rate of interest. As to the investments, the board had sold out some on the Stock Exchange, and put the amount realised out on mortgage, and so raised there by a few shillings, whilst keeping to the strict safety rule. The securities were all carefully appraised by a special committee. The former practice was that the chairman and deputy-chairman, with two or three other good men—one from Lincoln's-inn, one from the City, and so on—formed the committee. But it was thought, after a time, that the directors in general ought to be a party to the examination of securities, and so now two members of the board in rotation were added to the committee; and this was the case in that, as in all other committees, because the Investigating Committee and the Accounts Committee were on the same principle. As to the new business, this year the business had not increased, in fact, it had diminished, though not very much. Various causes accounted for that. The Jubilee year had affected it, and so there were not so many proposals, and then the state of things altogether as regarded buying and selling on the market and so on had had its effect, and the society had not got so much new business as usual. The difference was not much, because last year the society reinsured a great deal, whilst this year they had not reinsured so much; so the difference was not very large. During the year eight policies had become claims in which the amount insured had more than doubled, and in some cases considerably more than doubled. There was one policy dated 1850, the original sum assured being £10,000, and the amount of the policy at the time of death was £26,117 9s. In another case, dating from the same year, £250 had increased to £580 2s.; another, dated 1856, had increased from £500 to £1,182 12s.; in another, 1861, a policy of £1,000 had increased to £2,296 8s.; another, dated 1863, had increased from £5,000 to £10,551 14s.; another, dated 1864, had gone from £500 to £1,030 2s.; another, 1868, from £600 to £1,204 15s.; and another, dated 1871, from £500 to £1,040 16s. This showed at all events that the office could compete with offices in general in the large profit which accrued to insurers. As to the interest and dividend during the year, the board made £95,000 by interest and profit on reversions realised. Although they did not take the reversions into account by the yearly increase, but only every five years, it was a fact that last year, £11,000 odd did so fall in. As to the expenses, the office compared very favourably with other offices. It had been a sort of rule that an office ought not to spend more than about 10 per cent in expenses. The society had not expended 10 per cent, but only 9·6 per cent, and the average for the past three years was 9·5 per cent, so that the expenses were very light. As to the rate of death at different ages, last year, the deaths under 50 years of age were 10·3 in number; between 50 and 60 they were 23·2; between 60 and 70 they were 15·8; between 70 and 80, 23·5; and 80 and above, 28·1. He believed it would be found on examination of the list of deaths that the average age was good. The society used to be rather fond of taking money and granting annuities, but it was found that the people who bought the annuities were generally good lives, people who thought they would live long, and the result was that it was not a profitable business, and a great many years ago the board thought it well to discontinue the granting of annuities. Annuities had ceased during the year to the amount of £1,541 annually, so that the society was beginning to come to an end of the unprofitable business. He could only say that the Equity and Law, having an age of more than fifty years, had continued to flourish, as he hoped it would continue to flourish, and he hoped they would all join in its advantages.

Mr. CECIL H. RUSSELL (deputy-chairman) seconded the motion, adding his expression of deep regret at the loss sustained by the society by the death of the late Lord Justice Kay. As the chairman had said, Lord Justice Kay attended the board meetings more frequently than many men in his judicial position would have been able to do. But as one who knew him

very intimately, having been his pupil at the Bar, he could say that up to nearly the last days of his life his interest in the society had remained unabated.

The motion having been agreed to,

Mr. RUSSELL proposed the election of Mr. Justice Grantham as a director in the place of the late Lord Justice Kay.

Mr. GEORGE POWELL seconded the motion, and it was carried. On the motion of Mr. KIRCH, seconded by Mr. C. HARRISON, the retiring directors, Mr. Justices Phillimore, Sir Arthur Watson, Q.C., Mr. Church, and Mr. Ingram were re-elected.

On the motion of Mr. J. T. PRICE, seconded by Mr. A. G. FERRING, the retiring auditors, Mr. Bailey and Mr. Pitcairn, were re-elected, and their remuneration was fixed at £31 10s. each.

Mr. WIGAN moved and Mr. PRIOR seconded a vote of thanks to the directors, and that their remuneration be 3,500 guineas.

This was agreed to, and the chairman returned thanks.

On the motion of Mr. HARRISON, a vote of thanks was passed to the chairman for presiding.

The CHAIRMAN, in returning thanks, said the directors were not the only persons who contributed to the prosperity of the society. First there was Mr. Burrbridge, the actuary and secretary, who had amply fulfilled all expectations and who, he hoped, would live long to manage the society. Then there was the assistant actuary, Mr. Phelps, who was a most valuable man. The society had a most excellent medical officer in Dr. Thompson, a most excellent solicitor, and a most admirable staff.

Mr. RUSSELL seconded the motion, and it was adopted.

Mr. BURRIDGE, in returning thanks, said it was very refreshing after the daily round of a year's work to receive such a vote as this, moved and adopted in such a spontaneous manner. Although the value of new business must vary from year to year according to accidental circumstances, yet he was glad to say the energy of the staff remained at a very high level, and they exhibited an enthusiasm which proved that they were very proud to work for the society. He should like that there should be included in the vote the inspectors and agents, from whom he had received very great assistance. It was the constant effort of the staff to maintain the society in that position of prosperity and financial strength which the chairman had been able to prove it occupied to-day.

BRITISH LAW FIRE INSURANCE COMPANY.

The annual general meeting of the British Law Fire Insurance Company was held on Friday, the 11th inst., at Cannon Street Hotel, Mr. H. T. NORTON (Chairman) presiding.

The report stated that the net annual premium income was £57,256 6s. 4d., as compared with £55,130 0s. 11d. in the previous year, being an increase of £2,126 6s. 5d. The net losses, after adjusting those outstanding at the end of 1896, allowing for claims outstanding at the end of 1897, and deducting the amounts recoverable by reinsurance and indemnities, amounted to £29,768 8s. 9d. The loss ratio for the year was 51·9 per cent. The accounts showed an available balance of £8,100 15s. 4d. The directors proposed to carry to the reserve £4,000, thus bringing the reserve up to £27,000, to declare a dividend at the rate of 3 per cent., free of income tax, for the year, and to carry forward £1,100 15s. 4d.

Mr. H. FOSTER CUTLER (Manager and Secretary) having read the notice convening the meeting,

The CHAIRMAN, in moving the adoption of the report, observed that the increase in the net annual premium income was £2,126 6s. 5d. That might seem disappointing to the proprietors. Last year the increase was £4,000, and the previous year it was £5,000, and the present increase seemed small by comparison. He might as well tell them at once for their satisfaction that the amount of new direct business had been almost as great in this year as in the previous year, and the reason it had not had so much effect in the total was, first of all, because the Board had reinsured a larger proportion of the new business than in the previous year. The risks had come in larger, he supposed. And, secondly, they had diminished the amount they had been receiving from guarantee business, instead of slightly increasing it. Between 1895 and 1896 there was an increase of the amount received by the Company on guarantee business, though not an increase greater than the proportionate increase of the direct business; but in 1896 the Company suffered heavily from its guarantee business, and he believed that had been the experience of many other offices besides. The consequence was that in 1897 the Board reduced that again, and the difference between the amount received on guarantee business in 1896 and in 1897 was a reduction of something approaching £1,400, so that made a very substantial item, and accounted for the diminution. The Board had acted on the side of caution, and this having been done once he did not think the decrease would appear again, and the Board hoped not. The net losses, after adjusting those outstanding at the end of 1896, allowing for claims outstanding at the end of 1897, and deducting the amounts recoverable by insurances and indemnities, amounted to £29,768 8s. 9d. This was a loss ratio of 51·9 per cent. There were many offices which would consider such a loss ratio eminently satisfactory. He told the meeting frankly that the Board did not consider it satisfactory for this office. The loss ratio on direct business was very small indeed, and the company had suffered, in common with other offices, by a very heavy percentage of loss on the guarantee business. The accounts showed an available balance of £8,100 15s. 4d. The directors proposed to carry to reserve £4,000, thus bringing the reserve up to £27,000, to declare a dividend at the rate of 3 per cent., free of income tax, for the year, and to carry forward £1,100 15s. 4d. Now, that £3,000 consisted first of all of £1,000 brought forward from the previous year, and then the directors had not drawn all their fees this year, and that had enabled the Board to carry £4,000 to reserve. He was sorry the dividend was small. He heartily wished the

Board could declare a larger one. But there was one thing of paramount importance, and that was to make the reserve large. When that was got to a point above all question, the Board would be delighted to declare a larger dividend. The Board were indebted to the shareholders for their patience; the persistent way in which the shares maintained a price in the market in excess of any value to be derived from the dividend was most encouraging. That must be because the shareholders had confidence in the future and in the Board. Otherwise the shares would not stand at £1 and 10s regularly when they were only paying 3 per cent. He looked upon it as a very happy augury for the future, and the Board were much indebted to the shareholders for not being frightened out of their property. There was one other item. Balances due and in course of collection from agents and other offices, &c., £11,074 12s. 10d. That item was not quite correctly described in the accounts. It was a balance item in itself. It did not mean necessarily that that was the exact amount owing from agents, but it was the balance owing to the Company from other offices and agents after deducting what the Company owed to other offices. As a matter of fact, the amount owing from agents was only £4,000. As a rule, they paid very promptly, and the directors were not in any anxiety whatever on that subject. He would be glad to answer any questions that might be put.

Mr. W. MAPLES (Vice-Chairman) seconded the motion, which was carried unanimously.

Mr. VAN BOULEN moved that the retiring directors—Mr. Holroyd Chaplin, Mr. R. Cunliffe, Mr. E. G. Gibson, Mr. James Hooker, and Mr. M. F. Monier-Williams—be re-elected. He observed that the directors had behaved very handsomely in relinquishing a portion of their fees.

A SHAREHOLDER seconded the motion, expressing a hope that the expenses would be kept down.

The CHAIRMAN said the Board were doing all they could to keep the expenses down, but they had started with the knowledge that the expenses would be heavy.

The retiring auditors, Messrs. Turquand, Young, & Co., were re-elected.

Mr. COLES moved a vote of thanks to the chairman, directors, and staff, for conducting the affairs of the company during the past year. There was a new feature in the account—namely, that the directors had given up a part of their fees that there might be a better result. That did not occur every day in connection with companies. That pointed to the fact that they intended the company should prosper, and he believed it would prosper. The dividend was small, but the company was working along surely. He would like to see the loss ratio fall a little, because to that extent they would be all the better off.

Mr. F. L. H. COLLINS seconded the motion, observing that, upon the whole, there was every reason to be satisfied with the report. An office coming out under the circumstances which marked the advent of the company could not expect to obtain a large income in a short time. Those who were acquainted with the Law Fire, which had now become one of the most paying offices, knew that for many years it had to fight an upward battle, such as the British Law was experiencing, and he believed that a time would come when the chairman would have very little to say, and the report would speak for itself.

The motion was adopted, and the CHAIRMAN briefly returned thanks.

UNITED LAW SOCIETY.

March 14.—Mr. O. W. Williams in the chair.—Mr. E. F. Spence moved: "That the influence of the press is prejudicial rather than beneficial." Mr. E. G. Brotherton opposed, and the debate was continued by Messrs. Kains-Jackson, Kirby, Boulton, Neville Tebbutt, and Singleton. Mr. E. F. Spence replied, and the motion was carried by the vote of the chairman.

LAW STUDENTS' JOURNAL.

LAW STUDENTS' SOCIETIES.

LAW STUDENTS' DEBATING SOCIETY.—March 8.—Mr. Neville Tebbutt in the chair.—The subject for debate was: "That this society disapproves of the policy of the Government in the Far East." Mr. O. J. S. Satchel opened in the affirmative; Mr. F. S. Gaylor opened in the negative. The following members also spoke: Messrs. Balloil E. Scott, Haseldine Jones, A. Hildesheimer, Arthur E. Clarke, F. G. Thompson, W. M. Pleadwell, and C. Herbert Smith. The motion was lost by 5 votes.

March 15.—Chairman: Mr. C. A. Anderson.—The subject for debate was: "That the case of *Re Palmer & Co. and Re Hosken & Co.* (1898, 1 Q. B. 131) was wrongly decided." Mr. A. Dickson opened in the affirmative; Mr. W. E. Hertslet seconded in the affirmative. Mr. A. W. Sells opened in the negative; Mr. H. G. Bartlett seconded in the negative. The following members also spoke: Messrs. G. N. Daniel, A. W. Watson, R. Blagden, A. Hildesheimer, A. White, and T. J. Thompson. The motion was lost by eleven votes.

NEW ORDERS, &c.

TRANSFER OF ACTION.

ORDER OF COURT.

Monday, the 14th day of March, 1898.

I, Hardinge Stanley, Earl of Halsbury, Lord High Chancellor of Great Britain, do hereby order that the action mentioned in the Schedule hereto be transferred to the Honourable Mr. Justice Wright.

SCHEDULE.

Mr. Justice NORTH (1898—T.—No. 272).

In re The Tivoli Restaurant and Buffet Company, Limited. Waring & Gillow, Limited v The Tivoli Restaurant and Buffet Company, Limited
HALSBURY, C.

LEGAL NEWS.

OBITUARY.

The death is announced of Mr. WILLIAM FREEMAN, barrister, which occurred at 21, Old-buildings, Lincoln's-inn, on Saturday last. Mr. Freeman, who, we believe, was originally admitted as a solicitor, was called to the bar in 1851, and practised as an equity draftsman and conveyancer for nearly forty-seven years, it is understood in the same set of chambers. His country residence was the Manor House, Beckford, near Tewkesbury.

APPOINTMENTS.

Mr. W. H. STOKER, barrister, has been appointed to succeed Mr. Oliver Smith in the Attorney-Generalship of the Leeward Islands. The vacancy has arisen through the promotion of Mr. Smith to be a Puisne Judge in Mauritius.

Mr. W. A. MEEK, barrister, has been appointed Recorder of York in the place of Mr. E. P. Price, Q.C., resigned.

Mr. JOHN WOODHOUSE, solicitor, of the firm of Stanley Woodhouse & Hedderwick, Bank-chambers, 45, Ludgate-hill, E.C., has been appointed by His Honour the Chief Justice of the Supreme Court of Victoria a Commissioner for taking Affidavits, &c., for the Colony of Victoria.

CHANGES IN PARTNERSHIPS.

DISSOLUTION.

HARRY HALLIDAY RICHARDSON and WILLIAM GEORGE CARN, solicitors (Richardson & Carn), 2, Broad-street-buildings, London, E.C. Feb. 28.

[Gazette, March 15.]

GENERAL.

The Evidence in Criminal Cases Bill was read a third time and passed by the House of Lords on Monday last.

The *St. James's Gazette* says that M. Zola's advocate, Maître Labori, is coming to London as the guest of some of his literary friends, and that it is believed that the Temple authorities will seize the opportunity to entertain the distinguished advocate.

The *Times* understands that the Government have in preparation, and will shortly introduce in the House of Lords, a Bill for the amendment of the lunacy laws. The measure, which is being drafted at the instance of the Home Office, will probably be taken charge of by the Lord Chancellor.

The members of the Western Circuit entertained Mr. Justice Phillimore at dinner on Wednesday, at the Whitehall Rooms, Hôtel Métropole, in honour of his elevation to the bench. Mr. Bucknill, Q.C., M.P., the leader of the circuit, was in the chair, and among those present were Sir J. H. Kennaway, M.P., Sir R. T. Rennie, Mr. Loveland Loveland, Q.C., Mr. Warry, Q.C., Mr. Castle, Q.C., Lord Coleridge, Q.C., Mr. Pyke, Q.C., Mr. Odgers, Q.C., Mr. Ruegg, Q.C., and Mr. Foote, Q.C.

Addressing the grand jury at the Birmingham Assizes on Tuesday, the Lord Chief Justice strongly urged magistrates to more largely use their discretionary powers in granting accused persons bail, and expressed the hope that the Bill introduced by the Lord Chancellor on the question would become law, and that, especially in the case of persons in humble life charged with crimes, magistrates would accept the accused's own recognizances.

It is stated that the new Inland Revenue offices, situate at the corner of Wellington-street, Strand, will be ready for occupation by that department in the course of a week or two. These offices consist of about forty rooms, which are situate on the first and upper floors of the building. The offices are fitted up with all the latest improvements, and it is understood that the sum of nearly £3,000 a year is the rent to be paid for them.

Lord Ludlow writes to the *Times* on the Evidence in Criminal Cases Bill to say that, "In the House of Lords on Thursday I expressed my approval of the Evidence in Criminal Cases Bill, an opinion which I have entertained ever since the coming into operation of the Criminal Law Amendment Act, 1885. I tried the first case under that Act in the October of that year. But while I approve of the principle embodied in the Lord Chancellor's Bill, I should not like it to be supposed that I agree with every clause of the Bill. The Bill was read a second time last Thursday, and was in committee the following day, and I thus had no opportunity of giving notice of some amendments which I proposed to move."

The *Daily News* says that the extension of the Record Office, by which the front portion of the imposing structure in Chancery-lane is connected with the huge block in the rear, and the site of the old Rolls House and Chapel completely covered, is now practically nearly finished, and will be ready for use in a few months. The work has been carried

out by Messrs. Foster, of Rugby, under the supervision of Mr. Dyer, of Her Majesty's Office of Works. With a slight exception it is in complete harmony, architecturally, with the rest of the structure, the only difference being that three large windows on the south side mark the large apartment in which as many features of the old Rolls Chapel as possible are to be preserved. This will form a museum to which the public will be admitted without the restrictions that have naturally to be observed in other parts of the building, and where they will have ample opportunities of inspecting the monuments and other memorials of the distant past which have been saved from destruction.

WARNING TO INTENDING HOUSE PURCHASERS AND LESSORS.—Before purchasing or renting a house, have the Sanitary Arrangements thoroughly Examined, Tested, and Reported Upon by an Expert from Messrs. Carter Bros., 65, Victoria-street, Westminster. Fee quoted on receipt of full particulars. (Established 21 years.)—[ADVT.]

SOMETHING FOR NOTHING.—I can't help appreciating the very confident manner in which the proprietors of Dr. Tibbles' Vi-Cocoa are advertising. So certain is the management that Vi-Cocoa is the best of good goods that they are putting down some thousands of pounds in advertising free samples of their product. So if you want to see if Vi-Cocoa suits you, and is as good an article as it is claimed to be, all you have to do is to drop a post-card to the offices, 60, 61, and 62, Bunhill-row, London, E.C., and in return "free, gratis, and all for nothing," you will receive per post, and in due course, a dainty little sample tin of Dr. Tibbles' Vi-Cocoa, amply sufficient to make a couple of good breakfast cups of this capital breakfast beverage. Oh! there is just one little thing I omitted to tell you and that is, when writing you must mention the name of the SOLICITORS' JOURNAL as a guarantee of good faith. Surely, two big cups of Dr. Tibbles' Vi-Cocoa are dirt cheap at the cost of a postcard, so take my advice and send in.—[ADVT.]

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	APPEAL COURT No. 2.	Mr. Justice NORTH.	Mr. Justice STIRLING.
Monday, March	Mr. Leach	Mr. Carrington	Mr. Lavis
Tuesday	Beal	Jackson	Pugh
Wednesday	Leach	Carrington	Lavis
Thursday	Beal	Jackson	Pugh
Friday	Leach	Carrington	Lavis
Saturday	Beal	Jackson	Pugh
	Mr. Justice KENNEDY.	Mr. Justice BAKER.	Mr. Justice BYRNE.
Monday, March	Mr. Farmer	Mr. Rolt	Mr. Ward
Tuesday	King	Godfrey	Pemberton
Wednesday	Farmer	Rolt	Ward
Thursday	King	Godfrey	Pemberton
Friday	Farmer	Rolt	Ward
Saturday	King	Godfrey	Pemberton

HIGH COURT OF JUSTICE—QUEEN'S BENCH DIVISION.

HILARY SITTINGS, 1898.

Addenda to the Crown Paper.

South Shields The Queen v Bowman & ors, Esqs., Jj., & Duncan (expte Patton)
 Same The Queen v Same & Airey (expte Martin)
 Same The Queen v Same & Moore (expte Haw)
 Norfolk, Great Yarmouth Beevor v Marler
 Same Suffling v Teglio Bros
 Surrey, Lambeth Duncombe v Hinks
 Cheshire, Nantwich and Crewe London & North Western Ry Co v Donellan
 London Morse v Hall & Gifford
 Middlesex, Clerkenwell Eastlake & Son v Kempson
 Met Pol Dist Kirshenboim v Salmon & Gluckstein
 Lancashire, Manchester Spencer v Lancashire & Yorkshire Ry Co
 Cheshire, Chester London & North Western & Great Western Joint Ry Cos v Billington
 Cornwall Fortescue v Fowey Harbour Comms
 Essex, Romford Jones v Barking Urban Council
 Glamorganshire, Swansea Baker v Evans
 Yorkshire, Sheffield Middleton v Trickett
 Middlesex Southwark & Vauxhall Water Co v Hampton Urban Council
 London Cunningham & Co v Brydon & Co
 Lancashire, Bury Duxbury v Sandiford
 Scarborough Pattison v Leighton
 Glamorganshire Saunders v Thornev
 Yorkshire, N R Horn v Raine
 Durham Wilkinson v Lambert
 County of London The Queen v Hackney Union & ors (expte Dewing)
 Met Pol Dist Schwerzerhof v Wilkins
 Same The Queen v Bros, Esq, Met Pol Mag & Holland (expte Logadon)
 Yorkshire, Malton Maw v Best
 Yorkshire, W R W Riding of Yorkshire Rivers Board & anr v Goldthorpe & anr

Dorsetshire Brown v Patch
 Glamorganshire Phillips v Dagg
 Warwickshire, Birmingham Watkins v Rubber Tyre & Co (defts' app)
 Shropshire, Shrewsbury Pye v Llewellyn
 Warwickshire, Birmingham Watkins v Rubber Tyre, & Co (pltf's appeal)
 Middlesex, Marylebone Thomas & Son v Roberts & anr (Smith, clmt)
 Same, Brompton Thomas v Corbett & ors
 Gloucestershire, Cheltenham Re Watts, dec, and Re M A Fisher
 Warwickshire, Birmingham Hemming & anr v Davies
 Yorkshire, Sheffield Smith v Barnett
 Surrey, Southwark Batt v Vogan & Co
 Sussex, Eastbourne Timberlake v Kemp
 Middlesex The Queen v Greville & ors, Esqs., Jj., & Holford (expte Argue)
 Surrey, Farnham Steward v Ratcliffe
 Middlesex, Westminster Norton & anr v Davison
 Glamorganshire, Merthyr Tydfil Re Bernstein, dec Fine v Bernstein
 County of London The Queen v Bird & ors, Esqs., Jj (expte Jones)
 Norfolk The Queen v Gay & ors, Esqs., Jj (expte Smith)
 City of London Gage v Broaley
 Staffordshire The Queen v Robinson & anr, Esqs., Jj, & Kirkham (expte Corblishley)
 Surrey, Southwark Andrew v St Olave's Board of Works
 Middlesex, Edmonton Davey & Co v Williamson & Sons (Richards, clmt)
 Met Pol Dist Bensing v Ramsay
 Southend-on-Sea Rogers v Hawken
 Southampton Thwaites v Haupt
 Devonshire, Plymouth and East Stonehouse Taylor v Plymouth Breweries Co
 Yorkshire, W R Lodge v Mayor, & Co, of Huddersfield

THE PROPERTY MART.

SALES OF ENSUING WEEK.

March 22.—Messrs. BEAN, BURNETT, & ELDRIDGE, at the Mart, at 2 p.m., 4 Freehold Residences at Hampton Wick, Family Residences at Notting Hill, lease 44 years; 2 Semi-detached Villas at South Norwood, let at £25 each. Freehold Building Land at Sydenham of about 12 acres, also 10 plots suitable for small villas. Solicitors, Messrs. West, King, Adams, & Co., London. A Freehold Detached Residence at Raywater, near Notting Hill-gate Station. Solicitors, Messrs. Horne & Birrell, London. Freehold Shop 17 party at Ilford, let on repairing lease at £120. Solicitors, Messrs. Bird & Eldridges, London. (See advertisements, March 5, p. 5.)
 March 25.—"GROSSONS" will sell by Auction, at the Mart, at 2 p.m., Leasehold Properties in the City of London held for 80 years, from March, '86, and let at £5,210 per annum. Freehold Property at Islington, let at £40; Block of Business Premises at Hastings, let on lease at £330. Solicitors, Messrs. Baker & Higgs, London. (See advertisement, Feb. 26, p. 300.)

RESULTS OF SALES.

MESSRS. DEBBENHAM, TEBBON, FARMER, & BRIDGEMAN sold at the Mart, on March 15, for £25,000, the Freehold Property comprising 99, Gracechurch-street, shop and business premises, let on lease for a term expiring March 25, 1912, at £280; No. 39, Gracechurch-street, shop and business premises on lease for a similar term, at £280; No. 6, White Hart-court (now numbered 37, Gracechurch-street), at £120. The same firm also obtained £8,100 for the Freehold Premises at 23, St. James's-street.

MESSRS. H. E. FOSTER & CRANFIELD held a very successful Sale (No. 615) of Reversions, Life Policies, Shares, &c., at the Mart, E.C., on Thursday last; the total amount realized being £26,462.

The principal lot offered was the

PERPETUAL RENT-CHARGE:

Of £1,000 per annum, secured upon the Estates of Castlehill and

Ashgrove, in Ayrshire Sold £48,000

REVERSIONS:

Absolute to three sevenths of £41,000; life 62 13,500

Absolute to one-third of £9,200; life 54, and contingent to one-third of £3,500; lives 54, 41, and 34 1,275

To one moiety of £1,335 India 33 per cent. Stock; lives 73 and 79 715

Absolute to one-third of £13,715; life 70 2,400

Absolute to £1,000; life 47 400

To one-sixth of £5,340 10s.; life 61 260

Absolute to £913 10s. Leeds Corporation Stock; life 54 410

Freehold Rent-Charges of £24 7s. 4d. and £20 1,060

LIFE POLICY:

For £1,000; life 56 560

SHARES:

Graphic and Daily Graphic Newspapers, 15 Shares of £10 each (ET paid) 795

WINDING UP NOTICES.

London Gazette.—FRIDAY, March 11.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BIRMINGHAM WATERPROOF PAPER CO., LIMITED.—Creditors are required on or before April 15, to send their names and addresses, and the particulars of their debts or claims, to J Walter G Hill, 9, Bennett's hill, Birmingham. Bees & Harris, Birmingham, solors for the liquidator.

BRAYTON PETROLIUM MOTOR CO., LIMITED (IN LIQUIDATION).—Creditors are required, on or before April 11, to send their names and addresses, with particulars of their debts or claims, to Louis Bailey Robinson, 74, Coleman st. Lamley & Lamley, Conduit st, solors for the liquidator.

CIVIL, NAVAL, AND MILITARY OUTFITTERS, LIMITED.—Petn for winding up, presented March 9, directed to be heard before Wright, J., on March 23. Sawyer & Ellis, Laurence Pountney hill, agents for Buckwell, Brighton, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 22.

CROSS & MATTHEWS, LIMITED.—Creditors are required, on or before April 30, to send their names, addresses, and the particulars of their debts or claims, to Mr. Arthur Goddard, St George's House, Eastcheap. Birchall, Gracechurch st, solors to liquidator.

FRANCIS MORTON & CO., LIMITED.—Petn for winding up, presented March 10, directed to be heard before the Vice-Chancellor at the Amos Court, Manchester, March 31. Yates & Co, 1, Victoria st, Liverpool, solors for petitioning company. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 19.

GOULD & MACKENZIE, LIMITED—Petn for winding up, presented March 9, directed to be heard March 23. Massey & Co., 61, Gracechurch st, solors for petn. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 21.

LIVERPOOL REAL PROPERTY CO, LIMITED—Creditors are required, on or before Friday, April 22, to send their names and addresses, and the particulars of their debts or claims, to John Williamson Reader, 4, Cook st, Liverpool. Oliver Jones & Co, Liverpool, solors for the liquidator.

SOUTH AFRICAN MINERAL ASSOCIATION, LIMITED—Creditors are required, on or before April 1, to send their names and addresses, and the particulars of their debts or claims, to Charles Harrison Venning, 33, Old Broad st. Brooks, Lawrence lane, solors for the liquidator.

THE WATERLOO HOTEL CO, LIMITED (IN LIQUIDATION)—Creditors are requested, on or before March 28, to send their names and addresses, and the particulars of their debts or claims, to Simon Jude, North John st, Liverpool. Bremner & Co, solors to the liquidator.

WEST LONDON PAPER MILL CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims, to Arthur Barnett Russell, 11, Ludgate-hill.

London Gazette.—TUESDAY, March 15.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

AFRICAN GOLD PROPERTIES, LIMITED—Creditors are required, on or before April 12, to send their names and addresses, and the particulars of their debts or claims, to William Henry Pannell, 13 and 14, Basinghall-street.

AUSTRALIAN TRANSPORT CO, LIMITED—Creditors are required, on or before May 31, to send their names and addresses, and the particulars of their debts or claims, to David Johnstone Smith, 149, West George-street, Glasgow.

BETTS ASSHATED WATERS CO, LIMITED—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims, to John Francis Harvey, 4, Groat st, Swansea. Turner, Swansea, solors.

CLITHEROE MANUFACTURING CO, LIMITED—Creditors are required, on or before April 12, to send in their names and addresses, and the particulars of their debts or claims, to Edward Chester, 25, King st, Clitheroe. Easthams & Holmes, Clitheroe, solors for liquidator.

COOLGARDIN MINT AND IRON KING GOLD MINES, LIMITED—Petn for winding up, presented March 10, directed to be heard on March 23. Michael Abrahams & Co, 8, Old Jewry, solors for petn. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of March 22.

THE CRESCENT SOUTH UNITED GOLD MINES, LIMITED—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims, to William Arthur Smith, 28 and 29, St Swithin's in Johnson & Co, King's Bench walk, Temple, solors for liquidator.

EAST DAREN MINING CO, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before April 18, to send their names and addresses, and particulars of their debts or claims, to Board & Edwards, 81, Gracechurch st. Free, New Broad st, solors for the liquidators.

HASLINGDEN PUBLIC HALL CO, LIMITED—Creditors are required, on or before April 30, to send their names and addresses and particulars of their debts or claims, to Jonathan Aykroyd Donaldson, John st, Haslingden. Whitaker & Hibbert, Haslingden, solors for liquidator.

LADIES TAILORING CO, LIMITED—Creditors are required, on or before April 25, to send their names and addresses, and the particulars of their debts or claims, to W. Sanders Fiske, 10, Norfolk st, Strand, liquidator solicitor.

LEE LAMP (PATENT) CO, LIMITED—Creditors are requested, on or before April 30, to send in their names and addresses, and the particulars of their debts or claims, to Augustus Alexander Edward Oakley, 30 and 31, St Swithin's lane. The above notice does not in any way refer to or affect the lately registered company known as the Lee Lamp Manufacturing Syndicate, Limited.

LIONDALE ESTATES, LIMITED—Creditors are required, on or before April 28, to send their names and addresses, and the particulars of their debts or claims, to Edward Russell Cummins & William Watkins, 85, Gracechurch st. Dale & Co, Cornhill, solors to liquidators.

ROBERT YOUNG'S BILL-POSTING SYNDICATE, LIMITED—By an order made by Mr. Justice Wright, dated Feb 25, it was ordered that the voluntary winding-up of the syndicate be continued. Eldred & Bigwood, Queen Victoria-street, solors for petn.

S.S. "JAMES MORRIS" CO, LIMITED—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims, to Edward Clouston Thin, 24, Chapel street, Liverpool. Batesons & Co, solors for liquidator.

WATERSON MACHINE FITTINGS CO, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before April 26, to send their names and addresses, and the particulars of their debts or claims, to Walter Edgar Fowkes, 83, Colmore row, Birmingham.

WEST WHITE HYDRO-ELECTRIC LAMPS CO, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before April 30, to send their names and addresses, and the particulars of their debts or claims, to David Owen, 13, St John st, Devises. Meek & Co, Devises, solors to the liquidator.

FRIENDLY SOCIETY DISSOLVED.

TRADESMEN'S SOCIETY, Coach and Horses Inn, Coleahill, Warwick March 9

CREDITORS' NOTICES.

UNDER 22 & 23 VICI. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, March 1.

ARDINGTON, EDWARD, Howden, York, Saddler April 30 Green, Howden

BOOTHBY, JOHN, Ashton under Lyne, Shopkeeper April 12 Ellison, Ashton under Lyne

BOOTHBY, MARY, Dukinfield, Chester April 12 Ellison, Ashton under Lyne

CALVERT, WILLIAM, Elton within Bury, Lancs April 23 P & J Watson, Bury

COLES, JANE MARY ANN, Greenwich April 11 Chubb, John st, Adelphi

FAIRBURN, JAMES, Ripon, Yorks March 11 S Wise & Son, Ripon

GARDNER, JAMES, Batley, York, Painter April 1 Ridgway & Ridgway, Dewsbury

GARVAUGH, CECILIA LADY, Kensington gds terrace March 24 Hunter & Haynes, New sq, Lincoln's inn

GEORGE, MARY, Worcester April 1 W M Lamb, Worcester

GREENSIDE, MARY, Bournemouth April 1 Horwood & James, Aylesbury

HARRIS, SAMUEL, Charlesworth, Derby, Farmer March 30 Davis, Glossop

HAWKES, CHARLES SAMUEL, Beckenham, Kent April 1 Hawkes, Chancery lane

HOPEKIRK, WALTER, Norwood March 25 Lovett & Liddle, King William st

HORSACK, JOHN, Handsworth March 15 W Shakespeare & Co, Birmingham

LAWS, MARY, Birkenhead April 11 Coote & Ball, Curator st, Chancery lane

LEIGH, SARAH ALICE, Ealing Mar 28 Dootson, Manchester

LOWE, MARIA, Edgbaston, Birmingham April 8 Lowe, Birmingham

LUDKE, HERMANN, Liverpool, Licensed Victualler April 2 Fildes, Liverpool

MOORE, MARTHA MARY, Byrne Park, nr Clonmel, Ireland May 1 Tamplin & Co, Penchurch st

NESFIELD, WILLIAM, Harwood Dale, York, Farmer April 6 W & W S Drawbridge, Scarborough

DOUGLAS-COMPTON, The Most Hon WILLIAM MACLEAN, Marquess of Northampton, K G April 24 Few & Co, Surrey st, Strand

OWEN, DANIEL HOWELL, Shrewsbury, Salop, Auctioneer April 1 Jackson, Oswestry

PAINTER, WILLIAM HENRY GREENWELL, Bayswater April 5 Denborough & Co, Finsbury

PARNETT, THOMAS DALTON, Carlisle st, Soho sq, Jeweller April 4 Lyell & Co, Fenchurch st

PAYNE, CHARLES, Hakin, Pembroke, Stonemason March 24 Greenish, Haverfordwest

PERKINS, ELIZABETH, Milton next Sittingbourne, Kent March 18 Wrench & Co, Sittingbourne

PRESTON, JOHN, and FRANCES PRESTON, Norwood March 23 Welman & Sons, Southampton st, Bloomsbury sq

ROBB, JOHN ALEXANDER, Tunbridge Wells March 31 Robb, Tunbridge Wells

ROBINSON, Mrs MARGARET BARBARA, Longmarton, nr Appleby, Westmoreland, Innkeeper April 1 Bell & Mooradoff, Appleby

ROOPE, CLARA JANE, Brooke st, Holborn April 7 Rogers, Old Queen st

ROWE, ELIZA ANN, Birmingham April 7 Wright & Marshall, Birmingham

SAMPSON, THEOPHILUS, Streatham April 4 Thompson & Co, Hull

SMITH, Sir JOHN, Derby April 24 J & W H Sale & Son, Derby

TAGO, WILLIAM, Peckham tye April 8 Chas Stevens & Drayton, Queen Victoria st

TAYLOR, ANN, Sheffield March 31 Porrett & Fawcett, Sheffield

TAYLOR, PETER, Woodlands Coppull, Lancaster April 8 W Stephen France & Co, Wigan

THOMPSON, JOHN, Plaistow, Plumber April 15 Brewer, South sq, Gray's inn

TRUMBLE, Rev JOHN PHILIP, and Miss FRANCES TRUMBLE April 1 Rauce, Upper Norwood

WAKEMAN, MARY, Worcester Mar 31 Price & Atkins, Birmingham

WHITEHEAD, JAMES, Brindle Lodge, nr Preston, Colliery Proprietor Mar 11 Whitehead, Preston

WILCOX, ROBERT, Corsley, Wilts Mar 21 Wakeman & Son, Warminster

WOOD, WILLIAM, Stramshall, Staffs, Yeoman April 2 Wilkins, Uttoxeter

YATES, BETTY, Prestwich, Lancs April 7 Grundy & Co, Manchester

London Gazette.—FRIDAY, March 4.

ABRAHAM, JOHN, Maida Vale March 24 Parker Ayers, Carey st, Lincoln's inn

BARKER, BENJAMIN LOWE, Stalybridge, Chester April 20 Whitehead, Stalybridge

BRANNAN, JOHN, Burton on Trent March 24 Taylor & Wheatcroft, Burton on Trent

BUTTER, JAMES, Neasden March 31 Lowe & Co, Temple gds, Temple

CHARLTON, BARBARA, Ebury st April 15 W M Taylor & Son, Gt James st

COLBY, JANE VALE, Brighton, April 15 Woolley & Bevis, Brighton

COOK, EMMA LOUISA, Sampford Peverel, Devon April 14 J & S P Pope, Exeter

CURTIS, JOHN, Yeovil March 25 Newman & Co, Yeovil

DEAN, ARTHUR, Burnley, Stafford, Colliery Proprietor March 30 Llewellyn & Ackrill, Tunstall

DEWNEY, JANE, Exeter April 14 Parker, Liverpool st

DONNSFIELD, MARY, Oldham April 15 Standing & Co, Rochdale

DIXON, SAMUEL ELGAR, Hastings April 1 Chalinder, Hastings

DOWLAND, JOHN, Swanage, Dorset, Licensed Victualler April 30 Slade, Swanage

DOXAT, CLARA, Hastings April 1 Chalinder, Hastings

HAYES, MYRA ELIZABETH, Tittensor, Stafford March 30 Llewellyn & Ackrill, Tunstall

FIELDING, BERTHAM FRANCIS PREST, Holywell, Flint April 23 Tyrrell & Co, Piccadilly

FOX, JAMES, Burnley, Physician April 9 Lord, Burnley

HAMMERLEY, WILLIAM ARNOLD LEBLIE, Leek, Stafford, Silk Dyer May 2 Hacker & Allen, Leek

HART, ELIZABETH, Leicester April 13 Williams, Leicester

HART, JOHN, Scarborough, Tailor March 30 Hart, Scarborough

HART, JOHN, Leicester, Hotel Keeper April 13 Williams, Leicester

HARTLEY, MARTHA, Boston Spa, York March 31 Denham, Leeds

HAYARD, ELI, Clerkenwell, Wheelwright March 26 Pheasant, Duke st, Adelphi

HELLMANN, GEORGE, Baywater April 6 Peddar, Old Broad st

HILLIARD, GEORGE BRIDGE, Chelmsford, Essex, Auctioneer March 31 Dunn & Hilliard, Chelmsford

HOUCHMAN, The Rev THOMAS, North Grimston, York April 9 Holtby & Procter, York

JONES, ARTHUR LANCEFIELD, High Holborn March 31 Jones, High Holborn

LIDDELL, ELEANOR, Houghton le Spring, Durham March 31 Steel & Co, Sunderland

MARINO, Mrs ADRIANA JOHANNA, South Kensington April 7 Eardley & Co, Charles st, St James's sq

MOORE, DAVID, Bramhall, Chester April 16 Chapman & Co, Manchester

NORTON, JOSEPH NORTON, Wakefield April 20 Hall & White, Huddersfield

PAIGORAYE, FRANCIS TURNER, South Kensington April 15 Wadson & Malleison, Devonshire sq

PICKWORTH, THIEBA, Boston, Lincoln April 12 Smith & Co, Horbling

POUGHES, JOHN, Leicester April 13 Williams, Leicester

RIVERS, WILLIAM, Gloucester rd, Finsbury pk, Marine Surveyor April 14 Bettelley, Surrey st

ROWE, ABIEZER, Lewisham April 14 Pope, Exeter

SCHULER, CARL LUDWIG, Clapham, Upholsterer April 2 Lidard & Co, Gt James st

SLAYTER, DRUG JOHN, Kensington April 8 Fjord, Philpot in

SLADE, ROBERT, Leeds, Corn Factor April 1 Chalinder, Hastings

SPARKS, JOHN, Hackney, Builder April 14 Bettelley, Surrey st

STEPHENS, Rev HENRY, North Finchley April 5 Paterson & Co, Bouverie st

THOMAS, EDWIN, Bournemouth, Civil Engineer April 4 Stevens, Farnham, Surrey

THORNLEY, JOSEPH, Radcliffe, Lancs, Estate Agent March 21 Pickstone & Jones, Radcliffe

WALLIS, MARY ANN, Islington April 9 Hatchett-Jones & Co, Mark in

WOOD, CHARLOTTE, Bramhall, Chester April 16 Chapman & Co, Manchester

WORTERS, CHARLES, Shortlands, Kent, Sugar Merchant April 8 Foord, Philpot in

London Gazette.—TUESDAY, March 8.

BELAND, ANN, Camberwell April 10 Geake, Old Jewry chamber

BROWN, WILLIAM CHARLES, Scottish Stores, Caledonian rd, Licensed Victualler April 30
 Moogridge, John st, Bedford row
 CALE, JANE, Hattgate, York April 15 Allen & Son, Carlisle st, Soho sq
 CAME, WILLIAM, New York, USA, Labourer April 4 Blyth & Co, Gresham House
 COWIE, THOMAS HARDWICKE, Campden grve, Campden hill, QC April 16 Guscott &
 Co, Essex st, Strand
 CURTNER, JEREMIAH, Shepton Mallet, Somerset April 7 Mackay & Son, Shepton Mallet
 DAVIS, MATILDA, Bromley, Kent May 2 Billingham & Co, Bucklersbury
 DENHAM, THOMAS, Clapham April 5 Phelps & Co, Aldermanbury
 ELLIS, MARY ELIZABETH, Huddersfield April 18 Leary & Co, Huddersfield
 ENGLAND, WILLIAM, Notting hill May 25 Mutt & Rusby, Lincoln's inn fields
 FARMER, WALTER HENRY, Notting hill, Licensed Victualler April 4 Bartrum, Old
 Jewry chambers
 GOSWELL, ELIZABETH, Brockham Green, Surrey April 7 S M & J B Benson, Clement's
 inn
 GRAY, AUGUSTA LOUISE ADELAIDE, Southport April 8 Court, Southport
 GRESHAM, GEORGE HENRY, Grafton, Hereford April 23 Darbshire & Co, Manchester
 GUNNING, JOHN, Wick, Glos, Lime Burner April 16 Bush & Bush, Bristol
 HARBOUR, JAMES, Blackburn, Iankeeper March 11 Leeming, Blackburn
 HART, JOSEPH, Hightown, York, Farmer April 4 Iveson & Macaulay, Heckmondwike
 HUTCHINSON, WALTER SIMPSON, Rotherham, York, Painter April 21 Marsh & Son,
 Rotherham
 JACKSON, HENRY JOHN, Sheffield, Tool Manufacturer April 30 Porrett & Fawcett
 Sheffield
 KESSEY, LOUISA, Lowestoft April 6 Johnson, Lowestoft
 LONDON, HENRY WILLIAM, Bath April 16 Simmons & Co, Bath
 LEBELL, The Very Rev HENRY GEORGE, D.D., Ascot April 30 Baker & Co, Lincoln's
 inn fields
 LEO, EMILY, Reading May 2 C. Richards & Sons, Llangollen
 MARVIN, ALFRED GEORGE, Jump Farm, nr Devises, Wilts, Agriculturalist April 30
 Lush, Devises
 MAYBENT, WILLIAM, Blakedown, Worcester April 1 Hinds, Stourbridge
 MEDD, JOHN, Millfield, Sunderland, Grocer April 4 Hopper, Sunderland
 PARKINS, MARIA AMELIA, Peckham April 13 Sadgrove, Gt Tower st
 PETERS, JOHN JAMES, Bristol, Jeweller May 18 Dix, Bristol
 PUGHES, HESTER, Bristol April 5 Press & Co, Bristol
 ROBINSON, THOMAS, Droyliden, nr Manchester April 11 A & G W Fox, Manchester
 SMITH, ELIZABETH, Bexley Heath, Kent April 4 Lambert, Chancery
 SMITH, THOMAS GEORGE, Cheltenham April 2 Bulb & Co, Cheltenham
 WEBB, EDWARD JOHN, Ledbury, Hereford May 1 Marefield, Ledbury
 WHITE, CECILIA CATHERINE LE GRIS, Ulleswater, Cumberland April 2 Willett &
 Sandford, Arundel st
 WHITEHEAD, JAMES, Bury, Lancs April 12 Butcher & Barlow, Bury
 WILSON, JULIA CARUS, Malda Vale March 31 Crosse & Sons, Lancaster pl, Strand
 WOODS, JOHN, Manchester April 8 Welford, Manchester
 YOUNG, Dr CHRISTOPHER, Yarm, York, Doctor April 21 Langley & Elliot, Stockton on
 Tees
 SUMMERS, ELIZABETH, Bristol April 16 Burges & Sloan, Bristol
 TROBRYCROFT, JOHN, Chesherton, Staffs, Engineer March 10 Sproston, Newcastle,
 Staffs
 TUBROCK, ELISA LYDIA, Wimbeldon April 12 Dimond & Son, Wimpole st
 WAISTELL, JOHN, Brough, Westmorland, Yeoman March 26 Dawson, Bernard Castle
 WALLAS, MARY JANE, Kellington, York April 4 Iveson & Macaulay, Heckmondwike
 WALLAS, SARAH, Kellington, York April 4 Iveson & Macaulay, Heckmondwike
 London Gazette.—FRIDAY, March 11
 ADAMS, SHELDON BURBOWES, Clifton, Bristol April 9 Alford, Clifton
 ANDERSON, JAMES CROSBY, Hyton, Durham April 30 Joel & Parsons, Newcastle on Tyne
 BADGER, JANE, Preston April 30 Ascroft, Preston
 BADGER, WILLIAM, Preston April 30 Ascroft, Preston
 BARKIN, WILLIAM, Leicester April 12 Burgess & Dexter, Leicester
 BICKWITH, GEORGE, Tottenham, Licensed Victualler April 20 Scott, New Broad st
 BERTON, HARRY EDWARD, Brockley, Dairyman April 23 Morley, Cheapside
 BELL, WILLIAM, Newcastle upon Tyne April 23 Wilkinson & Marshall, Newcastle
 upon Tyne
 BOWMAN, CHARLES HENRY, Llanfairwaterdine, Salop April 7 Green & Nixon,
 Knighton, Radnorshire
 BRET, WILLIAM BLOOMFIELD, North Walsham, Norfolk, Agricultural Engineer March
 25 Wilkinson, North Walsham
 ROBERTS, ARTHUR, Stalybridge, Lancs, Beerhouse Keeper April 9 Buckley & Co,
 Stalybridge
 CARSON, Rev GEORGE, Torquay April 13 Cunliffe & Davenport, Chancery in
 CHATWIN, EDITH, Nottingham April 30 Speed, Nottingham
 CHURCH, JUDAH, Wardour st, Furniture Dealer March 26 Grunebaum, Ely pl
 CHURCH, JOHN, Smarden, Kent, Farmer April 23 Mowll & Mowll, Ashford
 COVENTRY, JOHN, Fordingbridge, Southampton April 7 Meredith & Co, Lincoln's inn
 DAVIES, JOHN, Ventnor, I of W, April 12 W T Ricketts & Son, King's Cross rd
 DEAN, JOSHUA, Southwark, nr Halifax April 12 Doy, Halifax
 DUNN, JAMES, Normanby in Cleveland, York, Butcher April 11 Jackson &
 Jackson, Middlesbrough
 FLETCHER, HERMAN HEINRICH WILHELM, Rotterdam, Holland, Brewer April 18
 Neesh & Co, Watling st
 FREESTONE, Miss EMMA, Haverhill, Suffolk April 11 Graham, Haverhill
 FULLER, CHARLES CHRISTMAS, North Walsham, Norfolk April 12 Hatch, Norwich
 GAVANON, SUSANNAH ELLEN, Hove, Sussex April 5 Clifton, New inn, Strand
 GAY, CHARLES, Harwell April 23 Gardiner & Son, Uxbridge
 GOSWELL, DECIPIUS ASHLEY, Weston, nr Bath May 10 Pearce, Bath
 GORDON, LYDIA ANN, Parkstone, Dorset April 22 Hicks & Co, Old Jewry chambers
 GOSWELL, CHARLOTTE, East Stonehouse, Devon April 12 Bennett, Devonport
 GRAM, LOUISA, Leyton, Essex April 20 Scott, New Broad st
 HASTON, JAMES, Gt Portland st April 11 Bower & Co, Broom's bldgs
 HENNING, ALFRED, Hillsborough, nr Sheffield May 8 Rodgers & Co, Sheffield
 HILL, STELLA, Hyde Park gate April 30 Hills, Victoria grove, Kensington

IRVING, B.A., WILLIAM SUTHER, Carlisle April 9 Lazonby & Strong, Wigton
 JACKSON, JOSEPH, Devises, Wilts, Solicitor April 30 Meek & Co, Devises
 JENKS, JAMES, Bromyard, Hereford, Tanner May 1 Southall & Co, Worcester
 JORDAN, THOMAS, Leicester, Licensed Victualler April 9 Harding & Barnett, Leicester
 KENNEDY, Gen Sir MICHAEL KAVANAGH, R.E., K.C.S.I., Farnham, Surrey April 23
 Bedford & Taylor, Lincoln's inn fields
 KING, SAMUEL, Hulme, Manchester April 12 Cabbett & Co, Manchester
 KIRKBY, FREDERICK, Sutton, Lincoln, Farmer May 2 Millington & Simpson, Boston
 LINDO, LEONORA, Malda Vale April 18 Lindo & Co, West st, Finsbury circus
 LISTER, WILLIAM, Birmingham, Manufacturer March 28 Gsm & Co, Birmingham
 LUNT, THOMAS, Forbury, Lancs, Farmer April 23 Sefton, Liverpool
 MCINTYRE, HELEN KENN THOW, Brixton April 25 Mannings, Gresham House
 MALONE, ANDREW, Fallowfield, nr Manchester April 30 Chapman & Co, Manchester
 MOORE, JAMES LODGE, Salisbury, Hants April 30 Goble & Warner, Farnham
 MORGAN, DANIEL, Nantes, France, General Merchant April 25 Swain, Coleman st
 NORTHMAN, ANNIE, Bradford April 2 Fawcett, Morecambe
 OSBORN, THOMAS, Truro April 7 Chilcott & Sons, Truro
 PENNINGTON, FRANCIS, EDWARD, Liverpool, Merchant Tailor April 19 O'Hare, Liverpool
 ROBERTS, WILLIAM, Rotherham, York April 23 Pashley & Hodgkinson, Rotherham
 RODGERS, GERTRUDE, Sheffield April 30 Branson & Son, Sheffield
 ROWLAND, JANE, Dukinfield, Chester April 9 Buckley & Co, Stalybridge
 RUNDLE, AMELIA SCOTT, York st, Portman sq April 18 Rodgers & Co, Sheffield
 SHAW, SAMUEL, Leicester April 9 Harding & Barnett, Leicester
 SHENTON, STEPHEN, Wetley Moor, Stafford, Farmer April 11 Heath, Hanley
 SOUTHWORTH, HAROLD ALFRED, Edgeley, nr Stockport, Cashier April 25 Dixon &
 Liddell, Manchester
 STEDWELL, JOHN MATTHEW, Twickenham April 30 Gordon & Co, Lincoln's inn fields
 STRATFORD, THOMAS, Lincoln April 6 Toyabes & Co, Lincoln
 SWIFT, HENRY WILLIAM, Wigan May 8 Johnson, Wigan
 TURNELL, CHARLOTTE, Sheffield April 18 Rodgers & Co, Sheffield
 WALKER, ALFRED ROBERT, Hackney rd, Pawnbroker April 10 Bickingsale & Co,
 Cophall sq
 WHISH, HENRY EDWARD WENYER, Gloucester gds, Hyde Park May 9 Debenham &
 Walker, Gresham bldgs, Basinghall st
 WISE, MARIA, King's Lynn, Norfolk April 4 Lithgow, Wimpole st
 WIX, SAMUEL, Tunbridge Wells April 30 Wade & Co, Dunmow, Essex
 WREKFOR, ROBERT PAGE, Bethnal Green April 15 Ellis & Co, Basinghall st
 ZEHNTER, HANNAH, Canton, Cardiff April 18 Bradley, Cardiff
 London Gazette.—TUESDAY, March 15
 ADAIR, CAROLINE MARIA, Farnham, Surrey April 25 Pennington & Son, Lincoln's inn
 fields
 AMOS, SUSANNA COOKE, Norwich March 25 Wilkinson, North Walsham
 APPELBY, WILLIAM ROBERT, Scarborough, Solicitor April 30 Watts & Co, Scar-
 borough
 BINGHAM, ELIZA, Fowls sq April 10 Meredith & Co, Lincoln's inn
 BOND, JANE, Bristol May 9 Tait & Arkell, Bristol
 BOOTH, ALICE, West Derby, Liverpool April 14 Batesons & Co, Liverpool
 BREDA, CHARLOTTE VAN, Brighton April 19 Lawford & Co, Finsbury circus
 BRINE, SUSAN, South Kensington April 13 Nisholl & Co, Howard st, Strand
 BROOK, JOSEPH, Kirkburton, nr Huddersfield, Clothier April 7 Armitage & Co,
 Huddersfield
 BURNS, ELLEN, Hulme, Manchester March 31 Ledger & Co, Manchester
 CANNING, EMELINE ROSABELLE, Belgrave rd April 18 Powell & Skues, Essex st, Strand
 CARTER, DAVID, Wickham Sketh, Suffolk, Farmer April 4 Lawton & Co, Eye, Suffolk
 COX, JAMES, South Shields April 28 Newlands & Newlands, South Shields
 DAVIS, ISAAC, Kennington rd, House Furnisher April 30 Lewis & Sons, Wilmington sq
 FAIRCLOUGH, THOMAS, St Helens, Lancs, Tobaccoist April 13 Tyrer, St Helens
 GARDNER, CHARLES, Danville hill, Denmark rd, Builder's Manager April 19 Ford,
 Philpot lane
 GARDNER, ROBERT RICHARDSON, Kinson Wimborne, Dorset April 30 Gedge & Co, Gt
 George st
 HASTWELL, ANNETTE EMMA, Upper Westbourne ter, Hyde Park April 22 Vallance &
 Co, Georgeyard
 HARWOOD, MARGARET, Leeds April 12 Nelson & Co, Leeds
 HODGSON, ELIZABETH, Heaton Mersey, Lancs April 25 Dixon & Linnell, Manchester
 HUGHES, DAVID, Llangollen May 2 Hughes, Wrexham
 JACQUES, THOMAS, Watermillock, Cumberland, Farmer April 11 Arnison & Co,
 Penrith
 LAIRD, JOHN, Birkenhead, Shipbuilder March 30 Stone & Co, Liverpool
 LECKIE, ELIZA, Darrington, nr Pontefract March 25 Claude & Co, Wakefield
 LEMONIA, AUGUSTUS HENRY, Grassendale, nr Liverpool, Merchant April 30 Batesons &
 Co, Liverpool
 LEE, CHARLES, Droyliden, Lancs April 25 Wilson, Ashton under Lyne
 LINDSTROM, HERMAN OSCAR CONSTANTINE, Gothenburg, Sweden, Master Mariner April
 30 Batesons & Co, Liverpool
 MAINE, HENRY THOMAS, Camborne, Cornwall, Grocer April 9 Daniell & Thomas,
 Camborne
 MARSHALL, THOMAS, Charlotte st, Fitzroy sq April 25 Rimer, Quality st, Chancery in
 MASON, ELEANOR, Sunderland rd, Forest Hill May 9 Simpson Cullingford & Co,
 Gracechurch st
 NICKELS, JOHN THOMAS, Chenotrie Nootorum, nr Birkenhead April 30 Batesons & Co,
 Liverpool
 PARK, CHARLES, Piccadilly April 25 Mead & Sons, Arundell st, Piccadilly circus
 PATON, ANNE, Brighton April 14 Tweed & Co, Skagness
 PENNINGTON, JONATHAN, Bowdon, Chester, Joiner April 18 Deady & Paterson,
 Altrincham
 QUALLITT, GEORGE WATTS, Bruton st, Berkeley sq April 19 Ford, Philpot lane
 ROBINSON, WILLIAM GEORGE, Hassocks, Sussex, Bookmaker May 11 Schultz & Son,
 South st, Gray's inn
 RUNDLE, JOSEPH TARGENNA, Tranmere, Chester, Steward April 15 Newman & Kent,
 Liverpool
 STUART, HAMILTON, Victoria st April 15 Peaks & Co, Bedford row
 WILLIAMS, SARAH, Carmarthen April 15 Griffiths, Carmarthen
 WILLMOTT, WILLIAM, Ampton st, Gray's inn rd April 19 Robinson, Bonesth

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, MAR. 11.

RECEIVING ORDERS.

ALDERSON, WILLIAM HENRY, Withington, Lancs Stockport Pet Feb 23 Ord March 9
 ALLEN, EDWARD HENRY, Leadenhall st, Clerk High Court Pet March 7 Ord March 7
 ASTON, WILLIAM JOSEPH, Worcester, Builder Worcester Pet Feb 24 Ord March 8
 BAKER, THOMAS HAROLD, Leeds, Tailor Leeds Pet March 5 Ord March 5
 BENNEBROS & Co, St Benet pl, Gracechurch st, Wholesale Stationers High Court Pet Feb 9 Ord March 8
 BOVE, JAMES, Buglawton, nr Congleton Manchester Pet March 7 Ord March 7
 BROTHERTON, JOSEPH, Bolton Bolton Pet March 8 Ord March 8
 BURTON, THOMAS EDWARD, and HENRY MILNER, Bradford, Wool Merchants Bradford Pet March 9 Ord March 9
 CATTANACH, THOMAS, Holloway, Tobaccoist High Court Pet March 7 Ord March 7
 COLE, WILLIAM, Hatherleigh, Devon, Baker Plymouth Pet March 9 Ord March 9
 COXON, SIDNEY WILLIAM, South Kensington High Court Pet March 7 Ord March 7
 CURRY, SIMPSON, & CURRY, Brookley, Kent, Builders High Court Pet Feb 18 Ord March 8
 DAVIES, TOM CARPENTER, Boncath, Pembroke, General Merchant Carmarthen Pet March 8 Ord March 8
 DAVIES, THOMAS GRIFFITH COOK WYNTON, Kew Wands-worth Pet Dec 31 Ord March 7
 OSBORNE, FREDERICK WILLIAM, Leeds Leeds Pet March 8 Ord March 8
 EDWARDS, HOWELL, Aberkneff, Glam, Innkeeper Cardiff Pet March 8 Ord March 8
 FENTON, RICHARD, and JAMES BUCKLEY, Newhey, Lancs, Calico Printers Rochdale Pet March 7 Ord March 7
 GARDNER, DOUGLAS, and EDWARD BETHAM HARTLEY, Birmingham, Patentees Birmingham Pet Feb 19 Ord March 8
 HARMAN, ROBERT, Gt Yarmouth, Bricklayer Gt Yarmouth Pet March 8 Ord March 8
 HARRINGTON, CHARLES, Halesale, Essex, Plumber Colchester Pet March 8 Ord March 8
 HENNESSY, ISABELLA MARY, Preston, Plumber Preston Pet Feb 24 Ord March 7
 HODSON, JOSEPH, Burton on Trent, Labourer Burton on Trent Pet March 8 Ord March 8
 HUNT, JOHN WILLIAM, Consett, Durham Newcastle on Tyne Pet March 7 Ord March 7
 JOHNSON, WALTER, Onger, Essex, Boot Maker Chelmsford Pet March 3 Ord March 3
 LAWRENCE, THOMAS, Swansea, Hatter Swansea Pet March 7 Ord March 7
 LAWTON, THOMAS, Howden, York, Butcher Kingston upon Hull Pet March 8 Ord March 8
 MCCALLUM, D, Watling st, Manufacturer's Agent High Court Pet Feb 16 Ord March 9
 MARTIN, ALBERT, New Broad st, Company Promoter High Court Pet Jan 25 Ord March 9
 MARTIN, JAMES, Batley, York, General Carrier Dewsbury Pet March 9 Ord March 9
 PARKER, ALFRED WILLIAM FRANCIS, Moredon, nr Swindon Swindon Pet March 8 Ord March 8
 PARKER, WILLIAM, Blackpool Preston Pet Feb 28 Ord March 9
 PILLWORTH, FREDERICK, Leicester, Baker Leicester Pet March 7 Ord March 7
 PRITCHARD, OWEN EAMES, Holyhead, Anglesey, Ironmonger Bangor Pet March 7 Ord March 7
 PUNCHARD, EDWARD, Thornton Heath, Surrey, Builder Croydon Pet March 7 Ord March 8
 RAWLINS, WILLIAM ROBERTSON, Worcester, Glover Worcester Pet Feb 19 Ord March 7
 ROBERTSHAW, JONATHAN HARRY, Huddersfield, Assistant Schoolmaster Huddersfield Pet March 7 Ord March 7
 SELLERS, GEORGE, Higham, nr Burnley Burnley Pet March 7 Ord March 7
 SHANKLAND, WILLIAM, Oxted, Surrey Croydon Pet March 7 Ord March 8
 SIMMONDS, GEORGE, Cardiff, Baker Cardiff Pet March 5 Ord March 5
 SMITH, VALENTINE, Thornton, nr Bradford, Farmer Bradford Pet March 8 Ord March 8
 STEPHENSON, WALTER, Kingston upon Hull, Commission Agent Kingston upon Hull Pet March 8 Ord March 8
 SYKES, ELI, Barnsley, Yorks, Painter Barnsley Pet March 7 Ord March 7
 TAYLOR, JAMES, Burnley, Restaurant Proprietor Burnley Pet March 5 Ord March 7
 WALL, WILLIAM, Birmingham, Cab Proprietor Birmingham Pet March 7 Ord March 7
 WHITELY, JAMES, Dewsbury, Shoddy Merchant Dewsbury Pet March 1 Ord March 8

FIRST MEETINGS.

ALLEN, EDWARD HENRY, Leadenhall st, Clerk March 18 at 11 Bankruptcy bldg, Carey at
 ASKEW, THOMAS, Oxted, Surrey Confectioner March 21 at 10.30 Off Rec, 35, Victoria st, Liverpool
 ASKEW, THOMAS, Oxted, Surrey Licensed Victualler March 19 at 12 Grovernor Hotel, Stran-gate, Kendal
 BAKER, HENRY, Leeds, Plumber March 21 at 11 Off Rec, 23, Park row, Leeds
 BELL, JOHN JAMES, Birmingham, Pork Butcher March 21 at 12 1/4, Corporation st, Birmingham
 BOVE, JAMES, Buglawton, Cheshire March 18 at 8.30 Off Rec, Byrom st, Manchester
 BOOTH, JOHN, Small Heath, Birmingham, Grocer March 21 at 11 1/4, Corporation st, Birmingham
 BROTHERTON, JOSEPH, Bolton March 23 at 11 10, Wood st, Bolton
 BURNELL, ROBERT, Gt Yarmouth, General Cooper March 9 at 12 Rec, 8, King st, Norwich

CARLTON, EDWARD, Leeds, Butcher March 21 at 12 Off Rec, 23, Park row, Leeds
 CATTANACH, THOMAS, Holloway, Tobaccoist March 18 at 2.30 Bankruptcy bldg, Carey at
 COLLIER, GEORGE THOMAS, Dorchester, Fruiterer March 18 at 1 Off Rec, Endless st, Salisbury
 CORNWALL, FREDERICK, Scarborough, Master Mariner March 18 at 11 Off Rec, 74, Newborough, Scar-borough
 COXON, SIDNEY WILLIAM, South Kensington March 18 at 12 Bankruptcy bldg, Carey at
 HARRISON, WILLIAM HENRY, Featherhead, nr Warrington, Miller March 18 at 3 Off Rec, Byrom st, Manchester
 HOLFORD, THOMAS TOLLER, Ware, Hertford, Advertising Agent March 21 at 3 Off Rec, 95, Temple chambers, Temple avenue
 ISOLEFIELD, JAMES THOMAS, Moss Side, nr Manchester March 18 at 2.30 Off Rec, Byrom st, Manchester
 JOHNSON, WALTER, Onger, Essex, Boot Maker March 18 at 3 Off Rec, 95, Temple chambers, Temple avenue
 JONES, ARTHUR GEORGE, Oxted, Birkenhead, Green-grocer March 23 at 12 Off Rec, 35, Victoria st, Liverpool
 MITCHELL, JOHN, Tenterden, Kent, Butcher March 15 at 3 Mace & Sons, solicitors, Tenterden
 NICHOLS, ELIZABETH, Aylsham, Norfolk, Dressmaker March 19 at 12.30 Off Rec, 8, King st, Norwich
 PATTERSON, HUGH, Thornaby, York, Fish Hawker March 30 at 3 Off Rec, 8, Albert rd, Middleborough
 PERL, ARTHUR, Lincoln, Butcher March 23 at 12 Off Rec, 31, Silver st, Lincoln
 PERL, SIR ROBERT, Hobart pl, Eaton sq March 23 at 2.30 Bankruptcy bldg, Carey at
 PEST, MARY ANN, Newark, Nottingham March 18 at 12 Off Rec, 4, Castle pl, Park st, Nottingham
 PILLWORTH, FREDERICK, Leicester, Baker March 18 at 12.30 Off Rec, 1, Berridge st, Leicester
 REED, JOHN WILLIAM, Sunderland, Butcher March 21 at 12 Off Rec, 25, John st, Sunderland
 ROBERTS, RICHARD, Mortlake, Surrey, Coffee house Keeper March 18 at 11.30 24, Railway app, London bridge
 ROBERTSON, JOHN JAMES, Oole, York, Plumber March 18 at 11 Off Rec, 6, Bond ter, Wakefield
 ROGERS, JOHN HENRY, Melton Mowbray, Leicesters, Baker March 18 at 3 Off Rec, 1, Berridge st, Leicester
 ROTHBERT, SHARP, Bradford March 21 at 11 Off Rec, 31, Manor row, Bradford
 SCOTT, JOHN NICHOLAS, West Hartlepool, Grocer March 21 at 2.30 Royal Hotel, West Hartlepool
 SMITH, WILLIAM, West Kensington, Jeweller March 18 at 12 Bankruptcy bldg, Carey at
 SMITH, WILLIAM EDWARD, Hastings, Painter March 18 at 12 Young & Son, Bank bldg, Hastings
 SMITH, WILLIAM JOSEPH, and HERBERT SMITH, Headingley, Leeds, Milk Dealers March 23 at 11 Off Rec, 22, Park row, Leeds
 STIMMONS, SIMON, jun, Whitechurch Canonism, Carpenter March 18 at 12.30 Off Rec, Endless st, Salisbury
 TAYLOR, JAMES, Burnley, Restaurant Proprietor March 31 at 3 Exchange Hotel, Nicholas st, Burnley
 WESTON, JAMES, Liverpool, Dairyman March 30 at 12 Off Rec, 35, Victoria st, Liverpool

ADJUDICATIONS.

ALLEN, EDWARD HENRY, Leadenhall st, Clerk High Court Pet March 7 Ord March 7
 BAKER, THOMAS HAROLD, Leeds, Tailor Leeds Pet March 5 Ord March 5
 BOVE, JAMES, Buglawton, nr Congleton Manchester Pet March 7 Ord March 7
 BROTHERTON, JOSEPH, Bolton, Lancs Bolton Pet March 8 Ord March 8
 BURTON, THOMAS EDWARD, and HENRY MILNER, Bradford, Yorks, Wool Merchants Bradford Pet March 8 Ord March 9
 BUTTERSHAW, SAMUEL EDWARD, Pancras lane High Court Pet Nov 25 Ord March 8
 CATTANACH, THOMAS, Holloway, Tobaccoist High Court Pet March 7 Ord March 7
 COLE, WILLIAM, Hatherleigh, Devon, Baker Plymouth Pet March 9 Ord March 9
 COTTON, WILLIAM, Bristol, Boot Dealer Bristol Pet Feb 25 Ord March 9
 COXON, SIDNEY WILLIAM, South Kensington High Court Pet March 7 Ord March 7
 DAVIES, TOM CARPENTER, Boncath, Pembroke, General Merchant Carmarthen Pet March 8 Ord March 8
 DOBSON, FREDERICK WILLIAM, Headingley Leeds Pet March 8 Ord March 8
 EDWARDS, HOWELL, Aberkneff, Glam, Innkeeper Cardiff Pet March 8 Ord March 8
 ELLIOTT, ALFRED, Coventry, Saddler Coventry Pet Feb 25 Ord March 9
 FENTON, RICHARD, and JAMES BUCKLEY, Newhey, Lancs, Calico Printers Rochdale Pet March 7 Ord March 7
 HARMAN, ROBERT, Gt Yarmouth, Bricklayer Gt Yarmouth Pet March 8 Ord March 8
 HAYES, GEORGE BARKWORTH, and FRANK AUSTIN DAVIES, Upper Thames st, General Merchants High Court Pet Feb 10 Ord March 9
 HODSON, JOSEPH, Burton on Trent, Labourer Burton on Trent Pet March 8 Ord March 8
 HUNT, JOHN WILLIAM, Consett, Durham Newcastle on Tyne Pet March 7 Ord March 7
 ISOLEFIELD, JAMES THOMAS, Moss Side, nr Manchester Salford Pet Feb 4 Ord March 7
 JOHNSON, WALTER, Onger, Essex, Bootmaker Chelmsford Pet Feb 28 Ord March 8
 LAWRENCE, THOMAS, Swansea, Hatter Swansea Pet March 7 Ord March 7
 LAWTON, THOMAS, Howden, Yorks, Butcher Kingston upon Hull Pet March 8 Ord March 8
 MARTIN, JAMES, Batley, Yorks, General Carrier Dewsbury Pet March 9 Ord March 9
 NORWORTHY, CYRIL PROCTOR, Barnhurst, Kent Green-wich Pet Jan 14 Ord March 8
 PARKER, ALFRED WILLIAM FRANCIS, Reading Swindon Pet March 8 Ord March 8
 PILLWORTH, FREDERICK, Leicester, Baker Leicester Pet March 7 Ord March 7

PRITCHARD, OWEN EAMES, Holyhead, Anglesey, Iron-monger Bangor Pet March 7 Ord March 7
 PUNCHARD, EDWARD, Thornton Heath, Surrey, Builder Croydon Pet March 7 Ord March 8
 RAWLINS, WILLIAM ROBERTSON, Worcester, Glover Worcester Pet Feb 19 Ord March 7
 ROBERTSHAW, JONATHAN HARRY, Huddersfield, Assistant Schoolmaster Huddersfield Pet March 7 Ord March 7
 SELLERS, GEORGE, Higham, nr Burnley Burnley Ord March 7 Ord March 7
 SHANKLAND, WILLIAM, Oxted, Surrey Croydon Pet March 7 Ord March 8
 SIMMONDS, GEORGE, Cardiff, Baker Cardiff Pet March 5 Ord March 5
 SMITH, VALENTINE, Thornton, nr Bradford, Farmer Bradford Pet March 8 Ord March 8
 STEPHENSON, WALTER, Kingston upon Hull, Commission Agent Kingston upon Hull Pet March 8 Ord March 8
 SYKES, ELI, Barnsley, Yorks, Painter Barnsley Pet March 7 Ord March 7
 TAYLOR, JAMES, Burnley, Restaurant Proprietor Burnley Pet March 5 Ord March 7
 ADJUDICATION ANNULLLED.
 SHARP, CHARLES KIRKPATRICK, Comerford rd, Brookley Merchant's Clerk High Court Adjud July 25, 1898 Annual March 7

London Gazette.—TUESDAY, MAR. 15.

RECEIVING ORDERS.

ADAMS, THOMAS, Short Heath, nr Wolverhampton, Coal Dealer Wolverhampton Pet March 10 Ord March 10
 BEVERLEY, WILLIAM HENRY, Brentwood, Essex, Lieutenant Chelmsford Pet Nov 24 Ord Feb 21
 BARLOW, JOHN, sen, Elton, Bury, Grocer Bolton Pet March 10 Ord March 10
 BURNLEY, ROBERT HENRY, and STUART KINGSLY CORRIE, Red Lion sq, Photographic Mount Makers High Court Pet March 12 Ord March 12
 CATT, GEORGE, Stockton on Tees, Confectioner Stockton on Tees Pet March 10 Ord March 10
 COWGILL, BRILLHOUSE, Colne, Lancs, Coal Dealer Burnley Pet Feb 24 Ord March 10
 COX, HARRY, Boscombe, Hants, Wine Merchant Poole Pet March 12 Ord March 12
 DODD, ALEXANDER RUSSELL, Montagu st, Portman sq, Surgeon High Court Pet Feb 25 Ord March 11
 DUGGAN, EVAN, Bromyard, Hereford, Grocer Worcester Pet March 12 Ord March 12
 EDWOOD, THOMAS, Liverpool, Tailor Liverpool Pet Feb 24 Ord March 11
 FARROW, WILLIAM, Colne Engine, Essex, Farmer Colchester Pet March 12 Ord March 12
 FORD, HENRY, Lenthams, Kent, Farmer Maidstone Pet March 11 Ord March 11
 GIBB, WILLIAM COWRIE, Wimbeldon, Decorator High Court Pet Feb 15 Ord March 11
 HELPS, WALTER, Bredminster, Bristol, Bootmaker Bristol Pet March 11 Ord March 11
 HILL, JANE, West Hartlepool Sunderland Pet March 9 Ord March 9
 HOTTER, FREDERICK M, Regent st, Billiard Table Manu-facturer High Court Pet Jan 23 Ord March 21
 HUDDLESTONE, ANN, Greshams, Westonsland Kendal Pet March 11 Ord March 11
 HUGHES, MARK, Blackwood, Mon, Builder Tredgar Pet March 10 Ord March 10
 JONES, SYDNEY EUSTACE, Caroline st, Eaton terrace High Court Pet Feb 17 Ord March 11
 LINDE, WILLIAM, Bournemouth, Musical Instrument Seller Poole Pet March 10 Ord March 10
 LLOYD, WALLACE LEWELL, Morecambe, Lancs, Cycle Agent Preston Pet March 11 Ord March 11
 MAKING, CHARLES HOLDEN, Sudbury, Suffolk, Accountant Colchester Pet Feb 26 Ord March 12
 MILLINGTON, JAMES, Wenlock, Salop, Licensed Victualler Madeley Pet March 12 Ord March 12
 MORGAN, EDWARD, Charlton Kings, nr Cheltenham, In-specter Cheltenham Pet March 10 Ord March 10
 MORIS, JOSEPH, South Shields Newcastle on Tyne Pet March 10 Ord March 10
 NEWBORN, RICHARD ROBINSON, Hibaldstow, Lincs, Mill Gt Grimsby Pet March 9 Ord March 9
 NORTON, WILLIAM HENRY, and FRANK POTTS, Southamp-ton, Bakers Southampton Pet March 10 Ord March 10
 PIKE, LOUIS, Henock, Devon, Miller Exeter Pet March 11 Ord March 11
 REEVES, THOMAS BADLER, Chatham, Petambulator Manu-facturer Rochester Pet March 11 Ord March 11
 ROWE, JAMES GEORGE WILLIAM, Croydon High Court Pet March 11 Ord March 11
 SANDERSON, JOHN WILLIAM, Milnbridge, nr Huddersfield, Saddler Huddersfield Pet March 9 Ord March 9
 SHIMONS, JAMES, Loughborough, Fish Dealer Leicester Pet March 11 Ord March 11
 SNEYLEY, NATHAN, Sale, Chester, Builder Manchester Pet Aug 19 Ord March 11
 SPEER, ROBERT, Gt Grimsby, Wholesale Fruiterer Gt Grimsby Pet March 12 Ord March 12
 STEPHENS, ALFRED GEORGE, Ashton Keynes, Wills, Baker Swindon Pet March 10 Ord March 10
 STEVENSON, MATTHEW SINCLAIR, Queen Victoria st, Com-pany Promoter High Court Pet Feb 11 Ord March 10
 STOW, JOSEPH WILLIAM, Bradford, Leather Merchant Bradford Pet March 12 Ord March 12
 STUBBS, LEWIS E M, Onslow sq High Court Pet Feb 1 Ord March 10
 TAYLOR, GEORGE WILLIAM, Bristol, Baker Bristol Pet March 12 Ord March 12
 THACKRAY, SAM KIRKSHAW, Middlesborough, Watchmaker Stockton on Tees Pet March 11 Ord March 11
 TRUMAN, WILLIAM HENRY, Lincoln, Cabinetmaker Lin-coln Pet March 11 Ord March 11
 VRALE, GEORGE, St Newington, Builder High Court Pet Feb 17 Ord March 10

WAITE, GEORGE HENRY, Bury St Edmunds, Metal Worker
Bury St Edmunds Pet March 10 Ord March 10
WATKINS, and NATHANIEL LEASE, North East passage,
Wellclose sq, Cigar Merchants High Court Pet
March 12 Ord March 12
WEBB, FREDERICK, Domestic Painter Sheffield Pet
March 10 Ord March 10
WHIFF, JOSEPH, jun, Altrincham, Painter Manchester Pet
March 11 Ord March 11
WHITTEN, ARTHUR, Hulme Manchester, Dyer Salford
Pet Feb 26 Ord March 11

Amended notice substituted for that published in the
London Gazette of March 1:

NYE, THOMAS JOSEPH, New Brompton, Kent, Builder
Rochester Pet Feb 23 Ord Feb 26

FIRST MEETINGS.

BARBER, THOMAS HAROLD, Leeds, Tailor March 23 at 12
Off Rec, 22, Park row, Leeds
BARLOW, JOHN, jun, Elton, Bury, Grocer March 21 at 11
Wood st, Bolton
BENIS BROS. & Co., St Bonst pl, Gracechurch st, Whole-
sale Stationers March 23 at 2.30 Bankruptcy bldgs,
Carey st

BOUTON, CHARLES HENRY, Tredgar, Mon, Commission
Agent March 23 at 12.30, High st, Mether
Tyddil

BROWN, ENLIT SOPHIA, Mayfield, Sussex March 24 at 11.30
24, Railway app, London Bridge

BURTON, THOMAS EDWARD, and HENRY MILNER, Bradford,
Wool Merchants March 23 at 12 Off Rec, 31, Manor
row, Bradford

CURTIS, SIMPSON, & CURRY, Brockley, Kent, Builders March
23 at 11 Bankruptcy bldgs, Carey st

COLEY, EDMUND, Bourne-mouth, Butcher March 22 at
12.30 Off Rec, Endless st, Salisbury

FRANKSTON, ROBERT HENRY, Hutton Bushell, York,
Farmer March 23 at 11 Off Rec, 74, Newborough,
S. borough

FELBY, BRIDGET, Birmingham, Provision Merchant March
23 at 11 174, Corporation st, Birmingham

FURNESS, WILLIAM, Great Grimsby, Master Fisherman
March 24 at 11 Off Rec, 15, Osborne st, Great
Grimsby

GIBB, WILLIAM COVINE, Wimbledon, Decorator March 23
at 11 Bankruptcy bldgs, Carey st

GOODALL, GEORGE WILLIAM, Birmingham, Artist March
23 at 11 174, Corporation st, Birmingham

GORDMAN, FREDERICK, Louth, Lincol, Draper March 22
at 12 Off Rec, 15, Osborne st, Great Grimsby

HOBSON, JOSEPH, Barton on Trent, Labourer March 23 at
10.30 Off Rec, 40, St Mary's gate, Derby

HOTING, FREDERICK M., Camden Town, Millard Table
Manufacturer March 22 at 12 Bankruptcy bldgs,
Carey st

JAMES, NOAH JESSE, Giffach Goch, Glam, Grocer March
23 at 11.30 Off Rec, 22, Queen st, Cardiff

JOHN, SYDNEY EUSTACE, Caroline st, Eton ter March 23
at 2.30 Bankruptcy bldgs, Carey st

KIRK, JOSEPH, Leeds, Traveller March 24 at 11 Off Rec,
22, Park row, Leeds

LAWRENCE, THOMAS, Swansea, Hatter March 22 at 2.15
Off Rec, 31, Alexandra rd, Swansea

LAWTON, THOMAS, Howden, York, Butcher March 25 at
11.30 Off Rec, Trinity House ln, Hull

LEWIS, FRED, Kingston upon Hull, Grocer March 23 at 11
Off Rec, Trinity House ln, Hull

MCCALLUM, DUNCAN, Watling st, Manufacturer's Agent
March 23 at 12 Bankruptcy bldgs, Carey st

MARTIN, ALBERT, New Broad st, Company Promoter
March 22 at 11 Bankruptcy bldgs, Carey st

MILLS, JOHNSON, South Shore, Blackpool, Mechanical
Engineer March 23 at 3 Off Rec, Byron st,
Manchester

MORTIMER, WILLIAM HENRY, Weston super Mare, Leather
Merchant March 23 at 3 Off Rec, Baldwin st, Bristol

MOSE, GEORGE ALFRED, Gt Grimsby, Baker March 24 at
11.30 Off Rec, 15, Osborne st, Gt Grimsby

NICHOLSON, WILLIAM, Shanklin, I of W, Photographer
March 24 at 11.30 Off Rec, Newport, I of W

NORTON, WILLIAM HENRY, and FRANK LOTTIE, Freemantle
Southampton, Bakers March 23 at 3.30 172, High st,
Southampton

NOROS, JOHN, Pontefract, York, Blacksmith March 22 at
11 Off Rec, 3, Bond ter, Wakefield

NYE, THOMAS JOSEPH, New Brompton, Kent, Builder
March 23 at 11 115, High st, Rochester

OLD, JOHN ARTHUR, Cheltenham, Licensed Victualler
March 22 at 3.15 County Court bldgs, Cheltenham

PKE, LOUIS, Henock, Devon, Miller March 24 at 10.30
Off Rec, 13, Bedford cres, Exeter

PITCHARD, OWEN HARRIS, Holyhead, Ironmonger March
24 at 2.30 Crypt chamber, Eastgate row, Chester

PURCHARD, EDWARD, Thornton Heath, Surrey, Builder
March 23 at 11.30 94, Railway approach, London
Bridge

REBERTSHAW, JONATHAN HARRY, Bradley, Huddersfield,
Assistant Schoolmaster March 23 at 11 Off Rec, 10,
John William st, Huddersfield

SALA, BESSIE, Queen Anne's mansions March 24 at 12
Bankruptcy bldgs, Carey st

SIMMONS, JAMES, Loughborough, Fish Dealer March 23 at
12.30 Off Rec, 1, Berridge st, Leicester

SIMMONS, JOHN RICHARD, Stockton on Tees, Boilerman
March 30 at 3 Off Rec, 8, Albert rd, Middles-
borough

SMITH, VALENTINE, Thornton, nr Bradford, Farmer
March 25 at 11 Off Rec, 31, Manor row, Bradford

SPENCER, WALTER, Kingston upon Hull, Commission
Agent March 23 at 11 Off Rec, Trinity House lane,
Hull

STEWART, THOMAS, Stockton on Tees March 30 at 3 Off
Rec, 8, Albert rd, Middlesborough

TAYLOR, RICHARD, West Bromwich April 6 at 2 County
Court, West Bromwich

WALLACE, THOMAS, Cophall bldgs, Merchant March 23
at 12 Bankruptcy bldgs, Carey st

WARHAM, CHARLES HENRY, Cowes, I of W, Coal Mer-
chant March 22 at 11.30 Off Rec, Newport, I of W

WESTALL, LINCOLN WILLIAM, Malvern Link, Worcs,
Printer March 23 at 11.30 Off Rec, Copenhagen st,
Worcester

ADJUDICATIONS.

ADAMS, MARGARET, Oxford Oxford Pet Oct 27 Ord
Jan 10

ADAMS, THOMAS, Short Heath, nr Wolverhampton, Coal
Dealer Wolverhampton Pet March 10 Ord
March 10

ASTON, WILLIAM JOSEPH, Worcester, Builder Worcester
Pet Feb 21 Ord March 10

HARLOW, JOHN, jun, Elton, Bury, Grocer Bolton Pet
March 10 Ord March 10

BEARD, CHARLES OAKLEY, Heron Bay High Court Pet
Nov 10 Ord March 11

BELL, JOHN JAMES, Birmingham, Pork Butcher Birming-
ham Pet Feb 25 Ord March 10

CATTS, GEORGE, Stockton on Tees, Confectioner Stockton
on Tees Pet March 10 Ord March 10

COBURN, CHRISTOPHER, Walton, Liverpool, Cargo Super-
intendent Liverpool Pet Jan 10 Ord March 12

DEAKIN, SAMUEL WILLIAM, Wigan, Butcher Wigan Pet
Feb 15 Ord March 10

DAVIS, GEORGE, Southsea, General Dealer Newport Pet
Feb 4 Ord March 9

DU MONT, JEROME EPHRAIM BERNARD, Throgmorton av,
Stockbroker High Court Pet Jan 29 Ord March 11

FOOD, HENRY, Lymington, Farmer Maidstone Pet
March 12 Ord March 12

GOODALL, GEORGE WILLIAM, Birmingham, Artist Birm-
ingham Pet March 4 Ord March 12

GOODALL, LOUISA SOPHIA, and JOHN HALL LOCKYER
SHEPHERD, Oxford Oxford Pet Nov 25 & Jan 6 Ord
Jan 31 & Jan 31

GOLDING, SAMUEL OSCAR, Lendenhall st, High Court
Pet Aug 27 Ord March 4

HILL, JANE, West Hartlepool Sunderland Pet March 9
Ord March 9

HITCHING, DANIEL, Parkstone, Dorset, Builder Poole
Pet Feb 7 Ord March 10

HUGHES, MARK, Blackwood, Mon, Builder Tredgar Pet
March 10 Ord March 10

HUNTON, NEWCOM, Rotherham, York, Saddler Sheffield
Pet Feb 17 Ord March 11

LANES, WILLIAM, Bourne-mouth, Musical Instrum-
ent Seller Poole Pet March 10 Ord March 10

MCCALLUM, DUNCAN, Watling st, Manufacturer's Agent
High Court Pet Feb 15 Ord March 12

MENFORTH, EDWARD, Bradford, Commission Agent
Bradford Pet Feb 23 Ord March 10

MITCHELL, JOHN EDWARD, Tenter-Jez, Kent, Butcher
Hastings Pet March 3 Ord March 10

MORGAN, EDWARD, Charlton Kings, nr Cheltenham, Inn-
keeper Cheltenham Pet March 10 Ord March 10

NEWBORN, RICHARD ROBERTSON, Hildesley, Lincs, Miller
Gt Grimsby Pet March 9 Ord March 9

NORTON, WILLIAM HENRY, and FRANK POTTS, Freemantle,
Southampton, Bakers Southampton Pet March 10
Ord March 10

PKE, LOUIS, Henock, Devon, Miller Exeter Pet March
11 Ord March 11

REYNES, THOMAS SADLER, Chatham, Perambulator Manu-
facturer Rochester Pet March 2 Ord March 11

ROBERTS, STANLEY NAPIER, Aldershot High Court Pet
Dec 17 Ord March 12

SANDERSON, JOHN WILLIAM, Milnbridge, nr Huddersfield,
Saddler Huddersfield Pet March 9 Ord March 9

SIMMONS, JAMES, Loughborough, Fish Dealer Leicester
Pet March 9 Ord March 11

SMITH, WILLIAM EDWARD, Hastings, Painter Hastings
Pet March 8 Ord March 10

SPENCLEY, ROBERT, Gt Grimsby, Wholesale Fruiteer Gt
Grimsby Pet March 13 Ord March 13

STEPHENS, ALFRED GEORGE, Ashton Keynes, Wilts, Baker
Swindon Pet March 10 Ord March 10

STOW, JOSEPH WILLIAM, Bradford, Leather Merchant
Bradford Pet March 12 Ord March 12

STRACHEY, JOHN WORSWELL, Lower Walmer, Kent
Canterbury Pet Jan 4 Ord March 13

THACKRAY, SAM KERRSHAW, Middlesborough, Watchmaker
Stockton on Tees Pet March 11 Ord March 11

WALL, WILLIAM, Birmingham, Cab Proprietor Birming-
ham Pet March 7 Ord March 9

WAITE, GEORGE HENRY, Bury St Edmunds, Metal Worker
Bury St Edmunds Pet March 10 Ord March 10

WARHAM, CHARLES HENRY, Cowes, I of W, Coal Mer-
chant Newport Pet Feb 18 Ord March 11

WHIFF, JOSEPH, jun, Altrincham, Painter Manchester
Pet March 11 Ord March 11

Amended notice substituted for that published in the
London Gazette of March 1:

NYE, THOMAS JOSEPH, New Brompton, Kent, Builder
Rochester Pet Feb 23 Ord Feb 26

All letters intended for publication in the
"Solicitors' Journal" must be authenticated
by the name of the writer.

Where difficulty is experienced in procuring the
Journal with regularity, it is requested that
application be made direct to the Publisher.

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To Her Majesty, the Lord Chancellor, the Whole of the
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EPPS'S COCOA

EXTRACT FROM A LECTURE ON "FOODS AND THEIR
VALUES," BY DR. ALFRED WILSON, F.R.S.E., &c.—"I
any motives—first, of due regard for health, and second,
of getting full food-value for money expended—can be said
to weigh with us in choosing our foods, then I say that
Cocoa (Epps's being the most nutritious) should be made
to replace tea and coffee without hesitation. Cocoa is a
food; tea and coffee are not foods. This is the whole
science of the matter in a nutshell, and he who runs may
read the obvious moral of the story."

THEATRES.

ADELPHI.

A. and S. Gatti, Sole Proprietors and Managers.
THIS EVENING, at 8.30, **THE LADY OF LYONS**:
Mrs. Brown Potter and Mr. Kyrie Bellaw: Messrs. L. Lab-
lache, H. A. Saintsbury, Arthur Lewis, A. E. Drinkwater,
W. St. John, &c. Preceded, at 8.0, by a Favourite Farce.

COMEDY.

THIS EVENING, at 8.15, **THE SEA FLOWER**: Messrs.
John Beauchamp, Arthur Playfair, Commo Stuart, W. T.
Lovell, Wilfred Draycott, A. E. Matthews, Frederick
Volpe, Henry Ford, and Charles Groves; Miss Lena Ash-
well, Miss Gladys Homfrey, and Miss Eva Moore.

HAYMARKET.

THIS EVENING, at 8.30, **THE LITTLE MINISTER**:
Miss Winifred Emery and Mr. Cyril Maude; Messrs.
Brandon Thomas, Sydney Valentine, W. G. Elliot, Mark
Kingborne, Holman Clark, C. M. Hallard, F. H. Tyler, E.
Turner, C. Blakiston, H. H. Welch; Miss Sydney Faro-
brother, Mrs. E. H. Brooke, Miss Nina Cadis, Miss Mary
MacKenzie.

HER MAJESTY'S.

Proprietor and Manager, Mr. Herbert Beerbohm Tree.
THIS EVENING, at 8.0, **JULIUS CÆSAR**: Messrs.
Tree, Lewis Waller, Franklin McLeay, Charles Fulton,
Charles G. Allan, Alexander Calvert, A. Cookson, Gayler
Mackay, Mrs. Tree, Miss Lily Hanbury, Miss Evelyn
Millard.

ROYALTY.

THIS EVENING, at 8.0, **OH! SUSANNAH**: Messrs.
Charles Glenney, A. Maltby, G. Waller, H. Farmer; Mes-
sieurs Clara Jecks, A. Mansfield, M. Bishop, M. Clayton,
G. Vicat, K. Osborne, and Louis Freear. Preceded, at
8.0, by **THE CAT AND THE CHERUB**: Messrs. Blinn,
Lugg and Julian Cross, &c.

DRURY LANE THEATRE ROYAL.

Managing Director, Arthur Collins.
THIS EVENING, at 8.0, **THE BABES IN THE
WOOD**: Messrs. Darr, Lewis, John A. Warden,
Griffin and Dubois, C. Angelo, Whimsical Walker, and
Herbert Campbell; Mesdames Ada Blanche, Violet Robin-
son, Alice Barnett, Kate Graves, and The Grigolatis.

DALY'S.

THIS EVENING, at 8.15, **THE GEISHA**: Mesdames
Marie Tempest, Maud Hobson, Maggie May, Fawcett,
Davis, Grahame, Collette, Dango, Windrum, Saqui, and
Lettie Lind; Messrs. Hayden Coffin, Huntley Wright, E.
Snow, Scott Russell, Appleby, Hall, Rosse, and Rutland
Barrington.

TERRY'S.

Sole Proprietor, Mr. Edward Terry.
THIS EVENING, at 8.45, **THE WHITE KNIGHT**:
Mr. Edward Terry, Messrs. Stuart Champion, A. E.
George, H. Willis, Walsh, Sims, Master Freear, and W. L.
Abingdon; Misses. Emmé Beringer, Mary Burke, Kate
Mills, and Kate Burke. At 8.10, **THE ETERNAL
MASCULINE**.

PRINCESS'S.

Mr. Albert Gilder, Sole Manager.
THIS EVENING, at 8.0, **HOW LONDON LIVES**: Mr.
Charles Warner, Messrs. Oscar Adre, C. G. G. B. T.
Ewart, H. Vyryan, C. Walker, E. W. Coleman, F. Walford,
A. Phillips, S. M. Jones, W. G. Carey, H. Barford, E.
Warden; Misses Geraldine Offie, M. Duggan, B. Stanley,
M. Barr, and Miss Kate Tyndall.

LYRIC.

Lessee, Mr. William Greet.
Mr. Arthur Roberts' Season.
THIS EVENING, at 8.15, **DANDY DAN**, The Life
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Blake Adams, Frank Barclay, Arnold Lucy; Misses Ida
Bowman, Jane Grey, Kate Erskine, and Phyllis Broughton.

GLOBE.

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Mr. John Hare, Messrs. Frederick Kerr, E. V. Reynolds,
Frank Gilmore, Charles Cherry, Nye Chart, James Leigh,
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